AGREEMENT

Between

PASCO COUNTY SHERIFF'S OFFICE

And

WEST CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (DETENTION)

Pasco County Detention Chapter
Representing Detention Sergeants and Lieutenants
Under PERC Certification Number 1717

EFFECTIVE
RATIFICATION THROUGH SEPTEMBER 30, 2015

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AGREEMENT / PREAMBLE

THIS AGREEMENT will be effective as of DATE OF SIGNED AGREEMENT and continue in full force and effect until September 30, 2015, unless superseded or terminated at an earlier date by the mutual agreement of the parties, by and between the Pasco County Sheriff's Office (herein, "Employer") and the West Central Florida Police Benevolent Association, Incorporated (Detention) (herein, PBA). The term "Sheriff's Office", as used in this Agreement, shall also mean the Pasco County Sheriff's Office and the term "Sergeants" or "Lieutenants" means a full time permanent employee(s) in the bargaining unit. The Agreement will apply to those Supervising Deputies employed in positions included in the Public Employees Relations Commission (herein, PERC) Certification Number 1717. All references in this agreement to "Deputy" or "Deputies" in the masculine will be understood to mean both male and female Deputies. There shall be no individual arrangement contrary to the terms provided herein.

ARTICLE 1
REPRESENTATIVES OF THE PARTIES

1.1 The Employer recognizes the PBA as the exclusive bargaining representative as defined in Chapter 447, Florida Statutes, as amended, effective January 01, 1975, for all Deputies in the bargaining unit as defined in PERC Certification 1716.

1.2 The Employer and the PBA agree that during the effective dates of this Agreement the Employer and the PBA will communicate collective bargaining issues and other formalized contact with the authorized representatives of the Employer and the PBA in matters requiring mutual consent or other official action called for by this Agreement. The PBA agrees to notify the Employer of the name(s) of such authorized representatives as of the execution of this Agreement and replacement thereof during the term of this Agreement.

ARTICLE 2
NO STRIKE

2.1 The PBA agrees that during the term of this Agreement, Deputies of the bargaining unit shall comply with the Employer's directives and applicable laws regarding concerted job actions and shall not engage in actions such as curtailment or restriction of work output, or interfere with work in or about the Sheriff's Office work stations including, but not limited to, instigating, leading, or participating in any walk-out, strike, sit-down, stand-in, slow-down, refusal to work assigned/designated posts, refusal to return to duty at the scheduled time, or otherwise instigate, lead, or contribute to job actions which undermine supervisory authority and which seriously affect discipline, morale, or organizational effectiveness.

2.2 The PBA recognizes and agrees that applicable laws prohibit public employees or employee organizations from participating in a strike against a public employer by instigating, in any manner, a strike. The PBA further agrees that it shall not authorize, instigate, condone, excuse, ratify, support, or acquiesce in any strike, slow down, work stoppage, or otherwise violate the provisions of this Agreement and/or applicable law regarding concerted job actions.

2.3 Should the PBA or any Deputy(s) of the bargaining unit violate this Article or applicable laws pertaining to concerted job actions, all remedies and penalties provided in F.S.S. 447.507 shall apply. Any breach of this Article by a Deputy(s) of the bargaining unit shall subject the Deputy(s) to immediate disciplinary action up to and including dismissal.

2.4 Any question involving an allegation of a breach of this Article shall not be subject to the grievance procedure contained herein.

ARTICLE 3
DISCRIMINATION

3.1 The Employer and the PBA agree the provisions of this Agreement shall be applicable to all Deputies from the bargaining unit and shall be applied in accordance with the Pasco Sheriff's Office General Order 25.2 Harassment and Discrimination.

3.2 With respect to the PBA membership or activities, both parties will respect the rights of the Deputy(s), meaning that the bargaining unit Deputies are free to join or not to join the PBA and participate in its activities if they choose, and they are also free as individuals to reject PBA membership and not to support the PBA or pay dues to it, without being subjected to any kind of harassment or retaliation.

3.3 By law, the PBA shall not be required to process grievances or provide services otherwise not required by law for Deputies who are not PBA members.

ARTICLE 4
PREVAILING RIGHTS

4.1 All rights and working conditions enjoyed throughout the Sheriff's Office by the Sergeants and Lieutenants of the bargaining unit at the present time covered by written order or known to the Employer, which are not specifically referred to in this Agreement shall not be changed by the Employer in an arbitrary or capricious manner. Within thirty (30) calendar days of giving notice to the PBA of a change to the above, the PBA may notify the Employer of its interest in discussing the matter. Within seven (7) calendar days of receipt of said notification from the PBA, the Employer shall meet with the PBA in order to receive and review the PBA recommendation.

4.2 The Sheriff shall have the right to promulgate any General and Special Order necessary to maintain current accreditation.

4.3 All members shall have the right to inspect their personnel files in accordance with Agency practice. Should an outside entity request inspection of a bargaining unit employee's personnel file, the member will be notified by department as referenced in Detention Directive 5.2.

ARTICLE 5

EMPLOYER'S OFFICIAL DIRECTIVES

5.1 The provisions of this Agreement shall not be construed to repeal, amend, or modify the provisions of any law or ordinance establishing the Career Service Board or the rules, regulations, or other directives adopted pursuant thereto.

5.2 The Employer's official directives affecting wages, benefits, disciplinary procedures, or working conditions in effect as of this Agreement shall be the basis of proposed changes and additions to such directives. Official directives are defined for the purposes of this Agreement as: General Orders, Bureau Directives, Division Directives and Post Orders.

5.3 The PBA and Deputies of the bargaining unit accept the Employer's official written directives as they appear on the effective date of this Agreement. Such directives are subject to recommendations from the PBA for amendment or change in accordance with the restrictions and/or privileges as described herein.

5.4 Unless prevented by Operational Necessity, the Employer will provide a thirty (30) day notice of the intention to change or modify any policy, procedure or order prior to implementation if said change may affect the Bargaining Units.

5.5 It shall be the Employer's sole discretion to authorize the suspension of official directives when necessary for covert investigations or other operational needs. Such temporary suspension of official directives shall not be made in an arbitrary or capricious manner.

5.6 Nothing in this Article shall preclude the PBA from impact bargaining over issues that may affect bargaining unit Deputies.

ARTICLE 6
CHECK-OFF

6.1 The Employer shall deduct dues owed by the Deputies to the PBA on the first pay period of the month; provided, that prior to such deduction the PBA has provided the Employer with a signed authorization from each Deputy whose dues are to be deducted that such deduction is authorized. Deductions shall be made from each paycheck and forwarded to the PBA within ten (10) days of said deductions. Any deductions for items other than PBA dues, initiation fees, or uniform assessments must be approved semi- annually by the Employer.

6.2 Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by the Deputy upon thirty (30) days written notice to the Employer. Upon receiving such written notice from the Deputy, the Employer shall cancel the dues deduction at the request of the Deputy and provide notification to the PBA of the cancellation.

6.3 The PBA shall indemnify and hold harmless the Employer from any and all claims, demands or expenses in connection therewith based upon the Employer's participation in dues deduction.

6.4 Nothing contained herein shall require the Employer to deduct from a salary or be otherwise involved in the collection of any fine, penalty or special assessment.

6.5 Any changes in the amount to be deducted for monthly dues increase shall be implemented after written notification from the PBA is received by the Employer. Said notification shall be provided to the Employer a minimum of four weeks prior to the first pay date on which the dues increase is to be effective. Individual changes to deduction amounts for Deputies shall be processed to the Employer by the PBA in accordance with the Payroll/Personnel System Processing Schedule. The Employer will accept the PBA notice as authorization for the change by the Deputy. Any disputes regarding a Deputy's authorization shall be resolved between the PBA and the Deputy as described herein.

ARTICLE 7
SEVERABILITY AND WAIVER

7.1 Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and the enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

7.2 This exercise or non-exercise by the Employer or the PBA of the rights covered by this Agreement shall not be deemed to waive any such right or right to exercise them in the future.

ARTICLE 8

EMPLOYER'S MANAGEMENT RIGHTS

8.1 The Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, as existed prior to the time that PBA became the bargaining representative for deputies. Florida Statute 447.209 reserves the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the Employer, to direct their employees, takes disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons.

8.2 The rights reserved to the Employer, as described above, shall include, but not be limited to:

A. The right to determine the size and composition of the working force.

B. To determine the number and type of equipment vehicles, machinery, materials, products and supplies to be used, operated or discontinued.

C. To hire, promote, demote, evaluate, transfer, suspend, assign, direct, lay- off and recall employees subject to the express limitations of this Agreement.

D. To reward or reprimand, discharge or otherwise discipline employees subject to the express limitations of this Agreement.

E. To maintain and improve the efficiency of employees.

F. To determine job descriptions and duties and minimum training qualifications for job classifications and the amount and type of work needed.

G. To establish new positions, abolish or change existing positions and increase or decrease the number of positions or employees.

H. To determine the assignment of work.

I. To schedule the hours and days to be worked on each position and shift.

J. To discontinue, transfer or assign all or any part of its operations.

K. To open new facilities and transfer its operations or any part thereto, to new facilities.

L. To expand, reduce, alter, combine, transfer, assign, cease or create any position or position classification, department or function for operational purposes.

M. To determine the location, methods, means and personnel by which operations are to be conducted including the right to contract or subcontract existing and future work. If such contracted work impacts an existing position the PBA will be notified prior to implementation as to the necessity for such change.

N. To make or change rules, policies and practices not in direct conflict with the provisions of this Agreement.

O. To alter health plans, insurance carriers, policies or administrators through which benefits may be provided and to establish terms and conditions of employment except as expressly modified or restricted by a specific provision of this Agreement.

8.3 In interpreting this Agreement, there shall be absolute regard for the rights, responsibilities, and prerogatives of management. This Agreement shall be so construed that there shall be no interference with such rights, responsibilities, and prerogatives except as may be expressly provided in this Agreement.

8.4 If in the sole discretion of the Employer, it is determined that emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, natural or manmade disasters, terrorist acts, or similar catastrophes, the provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, provided that wage rates and monetary benefits of Deputies from the bargaining unit shall not be suspended.

ARTICLE 9
PBA BUSINESS

9.1 Without permission from the Employer, neither PBA representatives nor bargaining unit Deputies shall leave their posts or work stations for the purpose of investigating, presenting, handling or settling grievances. Without permission from the Employer, PBA representatives shall not contact any Deputy(s) or other person concerning grievance matters or PBA business during either the working / duty hours of the PBA representative or the working / duty hours of any Deputy(s) sought to be contacted. Subject to the operational needs of the Employer, the Employer shall not unreasonably deny, constrain, or obstruct the PBA representatives' requests for leave to conduct qualifying types of PBA business as defined by the terms and conditions of this Agreement.

9.2 The Employer shall provide the PBA with a listing of all bargaining unit Deputies, to include the following information:

A. First name, last name, and initial.

B. ID number.

C. Date of employment with the Employer.

D. Initial employment job classification/rank.

E. Initial probationary period ending date.

F. Certification date as a Detention or Law Enforcement Deputy.

G. The current job classification/rank and the date of attainment.

H. Current annual base salary and Pay Plan.

I. Each classification/rank held since employment, the date of attainment of each classification/rank held with the Employer, and /or any other change in employment classification/rank status.

Updated lists shall be provided at the PBA's request. The Employer will notify the PBA of the name and work addresses of all new hire Deputies upon the request of the PBA. The Employer will allow the PBA to distribute printed information approved by the PBA to all newly

hired Deputies. The Employer will allow the PBA to provide a luncheon for all newly hired Deputies who are off-duty and voluntarily choose to attend at the expense of the PBA.

9.3 The PBA may provide information bulletin boards to the Employer at their own expense. Such bulletin boards must be commensurate with the same or lesser number of general information bulletin boards utilized by the Employer in nonpublic areas of the Employer's primary facilities where space permits. Such bulletin boards must be consistent with the style, color scheme, quality, and décor of the respective facility area, shall not exceed an overall dimension of thirty-six inches in height by thirty-six inches in width, and shall be installed in the agreed upon location by the Employer's general maintenance personnel. Official postings and notices by the PBA on such bulletin boards shall be limited to information regarding meeting schedules and/or locations, information regarding PBA officers, general PBA affairs, and PBA sponsored social events. Any matters pertaining to partisan politics or elections, material derogatory toward the Employer or other persons, material violating or having the effect of violating any laws, and any other profane, derogatory, or offensive material including material that violates established directives, shall not be posted on such bulletin boards. No information or notice shall be posted on a PBA bulletin board unless it has been signed by a duly authorized PBA representative and submitted directly to the Employer's affected area District / Division Commander at the time of posting. A copy of this Agreement shall be posted on all PBA provided bulletin boards.

9.4 Absence for PBA Business

A. The Sheriff's Office shall establish a PBA Leave Bank Program for the purpose of allowing PBA members to conduct union business, including, but not limited to, investigating grievances, attending disciplinary and/or grievance meetings, PBA labor meetings and contract negotiations, attending internal affairs investigations on behalf of members, and/or attending official PBA functions, meeting, training or conferences.

B. The PBA shall be granted 150 hours of time off without loss of pay per year for the purposes of attending official PBA or bargaining unit functions, meetings or conferences. Requests for PBA time shall be made in writing to immediate supervisor by the bargaining unit

member making the request. The Sheriff or his/her designee will grant such time off without loss of pay, provided that at his/her sole discretion the efficiency of the operation is not impaired. Requests for leave time shall be made to a PBA board member prior to submitting final request to or his/her immediate supervisor. Requests for use of the PBA Leave Bank time shall be authorized by the Sheriff or his designee. The request shall be on PSO form number 10004 and will be forwarded by the PBA member to the affected Division Commander via the chain of command. Leave time off shall only be provided when the efficiency of operations will not be interfered with or impaired. PBA leave time taken by a PBA Representative shall not be considered as time worked for purposes of calculating overtime.

C. No bargaining unit member shall be discriminated against by the Sheriff or the PBA for his/her participation or nonparticipation in the PBA Leave Bank Program.

ARTICLE 10

JOB DUTIES AND RESPONSIBILITIES

10.1 There will be thorough and complete job descriptions for all Supervising Deputies of the bargaining unit covered by this Agreement in accordance with the Employer's official directives, as outlined currently in 21.1 JTA, and Career Service Rules and local ordinance. The creation and/or decision to amend job descriptions are a Management Right and the Employer retains the right to revise job descriptions in accordance with operational or administrative needs. In the event a permanent change to a job description(s) is required, the Employer will process such revision(s) in accordance with the Employer's established directives and Career Service Rules.

10.2 It is understood and agreed by both parties that the duties performed by Deputies of the bargaining unit cannot always be covered by job descriptions in every instance and, therefore, Deputies of the bargaining unit may be required to perform duties in addition to all those listed within the current job descriptions which are, in the judgment of the Employer, related to the purpose of the job classification and the Sheriff's Office, which judgment shall not be determined without cause.

10.3 In the event a warning is issued by the National Weather Service or other competent authority announcing a pending disaster, including but not limited to hurricanes, floods, and/or tornadoes, it shall be the duty of every Deputy to comply with applicable directives pertaining to such emergencies, including immediate direct contact with the Deputy's respective Division to determine if they are needed for duty by the Employer. If the Employer determines the Deputy is needed, the Deputy will respond for duty as required. It shall not be a defense or grievance issue that a Deputy was not aware of pending dangers as described herein.

10.4 Both parties agree that a Deputy is responsible for equipment that is lost or damaged due to misconduct or misuse by the Deputy, in compliance with G.O. 23.3.2

ARTICLE 11
POLICY / SAFETY COMMITTEE

11.1 There shall be a Policy/Safety Committee established to consist of not more than two (2) representatives appointed by the Employer and two (2) representatives from each bargaining unit appointed by the PBA. The purpose of this Committee shall be for both parties to meet and confer concerning problems or concerns of a general nature, which may from time to time arise at the Sheriff's Office, and to make recommendations concerning resolution of any such problems or concerns. Nothing contained in this Article shall preclude either party from inviting other persons to attend the meeting who may have specific experience, interest, or expertise in any matter that may be applicable to the topics scheduled for discussion. The Committee meetings shall be held in accordance with applicable laws pertaining to general meetings for public entities. The Committee shall meet as mutually agreed between the designated representatives with reasonable notice to both parties to address issues which may arise from or during the course of this contract.

11.2 In addition to the Committee's regular meetings, either party may request a meeting to discuss matters of mutual interest that may require immediate attention. The requesting party shall provide the reciprocal party the intended topic(s) of discussion or concern(s) within a reasonable period of time allowing for sufficient preparation prior to the date/time of the requested meeting.

11.3 The Policy/ Safety Committee shall not have the authority to change, delete, or modify any of the terms of this Agreement.

11.4 The Policy/Safety Committee shall not be a forum for collective bargaining or for resolving specific grievances.

11.5 The Employer will make every reasonable effort to provide and maintain safe working conditions sufficient for a specific job requirement in accordance with federal, state, and local laws.

11.6 The Policy / Safety Committee in accordance with established directives. will review all safety issues, which come to its attention, with a view toward identifying and correcting safety hazards in the Employer's workplace. Such safety issues shall include both operational directives and environmental conditions that affect the safety of the Deputies.

11.7 To this end, the PBA will cooperate and encourage Deputies to work in a safe manner and shall present recommendations through the Employer's established Policy / Safety Committee for any proposed changes.

ARTICLE 12

SHIFT BID PROCESS / SENIORITY

REQUIREMENTS/SELECTION:

A. Bidding for shift and/or locations conducted every six (6) months in accordance with Detention Bureau Directive 510.19.

B. Members may not bid from one classification to another.

C. The Bureau Commander assigns these positions. Members may bid for platoon/shift positions based on the section they are assigned within the Bureau.

D. Members who have completed their Introductory period and are on light duty status or on an approved Family Medical Leave if approved by the Sheriff/Bureau Commander are eligible to bid, pursuant to General Order 22.13

E. Certain positions identified by the Bureau Commander will not be posted for bid.

F. Requests for a hardship placement on a shift/location are forwarded via memorandum to the Bureau Commander, at least two weeks prior to scheduled bidding. Each case is determined independently; the final decision is at the discretion of the Bureau Commander.

G. A seniority list is posted for review two weeks prior to the actual bidding date for all the ranks. This list will include: name, rank, and date of hire or rank, listed by classification. It is the responsibility of members to inform the Operations Captain/designee via memorandum of any errors within three days of the posting.

H. Members with identical seniority dates are placed in bid order by a lottery system. A staff member who is not affected by the bid process draws the numbers.

II. BID PROCESS

A. The shift bid process will be conducted semi-annually. The bid will be conducted by seniority within the agency per classification and/or rank.

B. The order of bid for platoon/shift shall be conducted by rank in descending order, the Lieutenant first, Sergeant second followed by Corporal and Deputy.

C. The bid placement will be openly visible to successive bidders who will bid by appointment or bid sheet if the member cannot appear in person. Members who choose to attend the bid in person shall not be eligible for overtime.

D. Seniority criteria is not binding and, the Bureau Commander reserves the right to make assignments regardless of established placement criteria. The bid process will at no time compromise the overall operational needs of the Detention Bureau of the Sheriff's Office.

III. VACANCIES:

A. Positions that vacate due to transfers, demotions, Promotions or reassignments will not be opened to bid; the Bureau Commander will assign them.

ARTICLE 13
TRANSFERS

13.1 **Transfer Requests**: Transfer requests shall be submitted via the chain of command and a copy forwarded to Human Resources Section. Each Deputies Supervisor is required to comment on the request. The completed request with the comments will be forwarded to Human Resources Section within ten business days. Supervising Deputies are encouraged and authorized to submit transfer requests after completing their probationary period. Transfer request are valid for a one-year period from the date of submission. The process is outlined in G.O. 22.3 shall be followed unless amended with notification prior.

13.2 Transfers to the Court or Bailiff's position will be available to those Sergeants or Lieutenants who hold a Law Enforcement Certification.

13.3 Seniority in the Detention or Law Enforcement Bureau shall be based upon time actually served in that discipline.

ARTICLE 14
AUTHORIZED LEAVE

During the term of the Contract, the funeral/bereavement leave benefits set forth in PSO General order 22.21 (B) and currently in effect shall be applicable to all unit employees and administered in accordance with General Orders 22.2.

Members will be granted up to 25.5 hours of funeral leave to attend services for members of the immediate family as defined in G.O. 22.2; to include the members spouse, parents, grandparents, brother, sister, children and grandchildren of either the member or the member's spouse.

Additional sick leave may be granted with funeral leave at the request of the member.

Military Leave

The Military leave benefits set forth in PSO General Order 22.2, along with those requirements set forth in State and Federal Law shall be applicable to the bargaining unit.

Leave of Absences

The Leave of Absence benefits set forth in PSO General Order 22.2 shall be applicable to bargaining unit employees and administered in accordance with such General Orders.

1)	Less than 5 years continuous service	3.93 hours
2)	Start of the 5th year to the end of 5th year.	4.90 hours
3)	Start of 6th to the end	5.23 hours
4)	Start of 7th to the end	5.56 hours
5)	Start of 8th to the end	5.88 hours
6)	Start of 9th to the end	6.21 hours
7)	Start of 10th to the end	6.54 hours
8)	Start of 11th to the end	6.86 hours

35.19 A disability status shall be considered as the following types of leave:

1) Workers' Compensation
2) Short Term Disability
3) Long Term Disability
4) Medical Leave of Absence
5) Leave Without Pay
6) Light Duty

Holidays

The Holiday benefits set forth in PSO General Order 22.2(C) shall be applicable to all unit employees and administered in accordance with such General Orders.

The following days are designated as official holidays;
New Years Day
Martin Luther King Day
Memorial Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving (Thursday and Friday)
Christmas
One floating holiday designated by the Sheriff

When a Holiday falls on a Saturday, the preceding Friday will be observed. When a Holiday falls on a Sunday, the following Monday will be observed. Members on approved paid leave will be compensated for the Holiday on the day it is observed. If a member's approved vacation includes a Holiday, they will receive holiday pay for that day. Members, who call in sick on a holiday, or on a workday immediately before or following a holiday, may not receive holiday pay at the discretion of the Platoon Commander.

Sick Leave

All sick leave benefits set forth in PSO General Order 22.2 (G), shall be applicable to all unit employees and administrated in accordance with such general orders.

Sick leave is a privilege intended to be used when a member is unable to work due to illness or injury. A physician's note may be required at the supervisor's direction.

Sick leave may be used in the following manner:

When unable to work as the result of a personal injury, illness or childbirth.

Medical appointments that can only be scheduled during working hours.

Quarantine due to the exposure to a contagious disease.

Sick leave may be taken for the illness of an immediate family member (as defined by PSO G. O. and applicable law.)

Members, who are injured or become ill during a vacation leave, may request to substitute sick leave with the approval of a supervisor. Misuse of sick leave benefits will constitute grounds for disciplinary action, up to and including dismissal.

Members may accrue sick leave based on the following computations: 3.93 hours per pay period (approx.102 hours per year). A member may accrue a maximum of 640 hours of sick leave.

Members who notify the agency they cannot report to work due to illness or injury must use sick leave. They may not substitute vacation leave unless all sick leave has been exhausted and then only after approval by the Undersheriff. Members working shifts will notify their immediate supervisor or their divisions on duty supervisor at least one hour before the beginning of the members shift.

Accrued sick leave will be forfeited if a member separates from the agency with less than six years of continuous service. Members who separate from the agency with six years or more years of continuous service will be eligible to receive a payment equal to 25 percent of their accrued sick leave, if they give 14 days' notice and resign in good standing. Such payout may also occur upon approval of extended leave without pay.(For purposes of calculating retirement

benefits, payments made pursuant to this rule will not be considered as salary payments or be used in determining the final compensation of a member.)

Sick leave payments will be calculated using the member's base rate of pay at the time of separation or death. In case of a member's death, any payment owed for accrued sick leave, wages, or travel expenses will be made to the estate unless a specific beneficiary has been designated.

ARTICLE 15
LAYOFF AND RECALL

15.1 Both parties agree that matters involving layoff and / or recall affecting Supervising Deputies of the bargaining unit will be conducted in accordance with established directives, Career Service Board Rules, and applicable State and Federal laws.

ARTICLE 16
PERSONNEL AND PUBLIC RECORDS

16.1 Both parties agree that personnel files of Deputies are public record and will be maintained, produced, and / or distributed in accordance with established directives, Civil Service Rules, and applicable public records laws. Processes are currently outlined in Bureau Directive, Det- 510.15

16.2 The Employer maintains the right to retain any personnel and/or public record(s) that may be eligible for purge under applicable law or directive for the purpose of criminal, civil, or administrative needs.

16.3 In accordance with established directives and public records law, Deputies of the bargaining unit or any other member of the public may request copies, at the applicable per page reimbursement rate, and/or review of eligible personnel or other public records.

16.4 In the event an error or omission is discovered in any personnel or public record, Deputies from the bargaining unit shall be afforded the same opportunities set forth by law to notify the Employer of such error or omission, and request further inquiry and/or correction if a determination is made by the Employer that such error or omission is valid. Deputies may also attach to the file a concise statement in response to any items that are included in the existing file and identified by the Deputy as derogatory, and copies of such items shall be made available to the Deputy upon request. The document(s) and/or written statement(s) submitted by the Deputy for placement in the Deputy's personnel file shall be forwarded through the Deputy's chain of command to the Director/Commander of the Human Resources Section.

ARTICLE 17
FORMAL INVESTIGATIONS

17.1 Both parties agree that formal investigations involving allegations of administrative and / or criminal misconduct by Deputies will be received, processed, conducted, and completed in accordance with established directives, Career Service Rules, the Police Officer Bill of Rights as described by Florida Statute, and other applicable laws.

17.2 The sole remedy available for an alleged violation of the Police Officer Bill of Rights as described by Florida Statute are the remedies available in F.S.S. 112.534 or other applicable law, and in no event shall an alleged violation of the Police Officer Bill of Rights under Florida Statutes 112.532 and / or 112.533 be subject to the grievance procedures or processes described herein.

17.3 A formal written_administrative complaint of misconduct is defined as an accusation or charge accusing a member of the Sheriff's Office of violating a policy, procedure, rule, regulation, or other official directive. This does not include a complainant's misunderstanding or disagreement with the application of law or Sheriff's Office directives.

17.4 Upon receipt of a formal administrative complaint, as currently outlined in G.O. 26.2, the investigating supervisor or Professional Standards Unit investigator shall notify the affected Deputy(s) in writing of the nature of the complaint and identify all complainants prior to an investigative interview with the named Deputy. In cases where advanced notice could jeopardize the investigation, the written notification may be given immediately prior to the investigative interview as permitted by applicable law. Such limited notice shall not be made without cause. Deputies shall have the right to be accompanied by counsel or a representative of their choice during any formal investigative interviews. All formal investigative interviews with Deputies who are the named subject of a formal investigation shall be audio recorded by the Employer. Nothing contained in this Article shall preclude the Employer from initially speaking with any Deputy informally and / or obtaining a written synopsis about an incident involving a

complaint to determine if there is any basis to proceed with a formalized investigation subject to the rights and privileges described herein.

17.5 Allegations of a less serious nature will generally be investigated at the Bureau / Division level by the Employer's assigned supervisor. Allegations that require investigation by PSU are those involving: corruption, violation of civil rights, sexual harassment, incidents involving excessive use of force, matters requiring confidential investigation, time-consuming investigations impractical for Bureau / Division Commanders to assign within their respective area, incidents involving Deputies from more than one Bureau / Division, and / or complaints involving criminal misconduct. Nothing contained in this Article shall preclude the Employer from determining which allegations will be investigated at the Bureau / Division level or by PSU.

17.6 Formalized administrative investigations shall be completed within the period set forth by law unless an extension is approved by the Employer, upon which time the affected Deputy shall be notified in writing of such extension. Extensions of formalized investigations will be made in good faith and shall not be granted without cause.

17.7 Criminal investigations of Deputies by the Employer shall only be subject to the provisions set forth by applicable law and / or the Police Officer Bill of Rights. Nothing contained in this Agreement shall grant any additional privileges, rights, or restrictions to Deputies or the Employer during a criminal investigation other than those defined by law. The Employer retains the sole discretion to determine the point at which a formal administrative investigation will begin when the allegations of misconduct against a Deputy involve actual or potential criminal acts.

17.8 All formalized administrative investigations will be forwarded to the Bureau Commander through the chain of command, for final disposition. Final disposition findings are defined as follows:

1) Sustained: A finding or conclusion that an allegation is supported by a preponderance of evidence.

2) Unfounded: A finding or conclusion that an allegation is demonstrably false.

3) Unsubstantiated: A finding or conclusion that sufficient credible evidence was lacking to prove or disprove the allegation.

4) Exonerated: A finding or conclusion that the incident occurred but the Deputy's actions were lawful and proper.

5) Exonerated Due To Policy Failure: A finding or conclusion that present policy, procedure, rules or regulations covering the situation were non-existent or inadequate. In all cases involving a finding of Exonerated Due To Policy Failure, the Employer shall initiate a review of the policy in question and draft a recommendation to resolve the failure.

17.9 The Employer retains the right to make the final decision regarding the disposition finding(s) of all formal allegations of misconduct after all administrative due process procedures and processes within the Sheriff's Office have been completed.

17.10 The Sheriff shall create a Traffic Crash Review Board will shall evaluate traffic crashes/ incidents referred by a Bureau Commander to make a determination if the crash was avoidable or unavoidable. If the determination is avoidable then the Board shall make a recommendation of the appropriate discipline to the Bureau Commander of the subject member. The PBA Labor Board shall select one member of the Traffic Crash Review Board subject to approval by the Sheriff.

ARTICLE 18
DISCIPLINE

18.1 The Employer and the PBA encourage to the fullest degree, employee behavior which is positive and supportive of the goals of effective management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

18.2 No permanent status employees shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. Loss of pay may be considered as part of disciplinary action. Nothing herein shall prevent the Employer from requiring repayment of sums due to the Employer. Disciplinary action may include:

A. Oral Reprimand

B. Written Reprimand

C. Suspension -- At the discretion of the Sheriff and with the concurrence of the Director of Human Resources, employees may have a suspension held in abeyance until the grievance process is concluded.

D. Demotion

E. Dismissal

F. In the event that the Employer plans to establish other progressive or positive discipline programs, the PBA shall be notified and provided an opportunity to discuss the matter.

18.3 Employees will be advised in writing of the basis for any disciplinary action resulting in loss of pay or benefits. An employee shall be furnished a copy of the Disciplinary Action for all suspensions, demotions, or dismissals. The Employer will comply with State law.

18.4 Any officer who is being interrogated under circumstances where the officer could be subject to discipline shall have a right to have a PBA representative present. It is the employee's responsibility to notify the PBA of the request for union representation.

18.5 Employees may review, upon reasonable request, any supporting documentation contained in a disciplinary package after the completion of any investigation of the matter but prior to the pre-disciplinary hearing portion of the investigation. One copy of any of the supporting documentation shall be provided to the employee free of charge upon request. This section shall not apply in cases in which criminal charges are brought against the affected employee as a result of the departmental investigation. Records in such cases must be obtained through the rules of discovery through the State Attorney's Office.

18.6 A member's disciplinary history will be reviewed annually. Counseling and performance Observation Reports (POR) will not be considered after the member's annual evaluation for purposes of transfers, promotions or assignment.

Written reprimands will not be considered after three (3) years unless a repeat of that violation occurs within that time period for purposes of transfers, promotion or assignment.

ARTICLE 19
GRIEVANCE PROCEDURE

19.1 A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. Deputies or the PBA shall not be eligible to file grievances regarding observation forms for informal counseling actions as both parties agree that such actions do not constitute discipline.

19.2 All grievances filed shall refer to the specific section of this Agreement upon which the grievance is based and shall contain a concise statement of the facts alleged to support the grievance. Both parties agree that defined grievances will be processed and addressed in accordance with established directives, Career Service Rules, or other provisions referred to herein. Both parties agree the Career Service Board will be the primary authority for arbitrating grievances between Deputies, the PBA, and the Employer.

19.3 If the grievance does not state a violation or misapplication of the Career Service Law or Rules and involves a difference, dispute, or complaint regarding the interpretation or application of the terms of this Agreement, the Employer's final decision regarding the grievance shall be reviewed as follows:

If requested by either party to the grievance, an independent grievance mediation and / or arbitration authority will be selected and utilized as mutually agreed upon by the Employer's and PBA's designated representatives on the Policy/ Safety Review Committee as created and described herein. Nothing in this Article shall preclude the designated representatives of the Committee from selecting and utilizing the same independent grievance mediation and / or arbitration authority for all grievances outside the jurisdiction of or declined by the Career Service Board while this Agreement is in effect.

Prior to requesting arbitration of a grievance, the parties agree to seek voluntary mediation. A mediator shall be selected by mutual agreement of the parties from the Federal Mediation and Conciliation Service (FMCS) or other mediator mutually acceptable to both parties. The parties agree to submit grievances and defenses through the mediation process and attempt, in good faith, to resolve any dispute. If the dispute cannot be resolved through mediation, the PBA or

Deputy may seek arbitration through FMCS. The Employer and the PBA shall select the arbitrator from a list of not less than seven (7) names submitted by FMCS within fourteen (14) calendar days from receipt of said list. The selection shall be made by alternately striking names, and the remaining name shall be the arbitrator. The PBA shall strike the first name. The PBA shall provide any payment of the FMCS filing fee. In the event the parties mutually agree, before any striking of names occurs, that the list of arbitrators is unsatisfactory, a new panel may be requested at the expense of the party rejecting the panel.

As promptly as can be arranged, but not more than thirty (30) calendar days after selection of the Arbitrator unless mutually agreed by the Employer and the PBA, the arbitration hearing shall be held. In the event the arbitrator selected is not available within a reasonable time period, the parties may mutually agree to select another arbitrator from the list. Each party shall pay its own expense for its representative counsel and witnesses. The fees of the arbitrator and other expense of arbitration shall be shared equally by the Employer and the aggrieved party. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall limit his decision strictly to the interpretation, application, and enforcement of this Agreement and shall have no power to amend, add to, or subtract from the terms of the Agreement.

19.4 The PBA may act as a representative of the Deputy at any step of the grievance procedure.

19.5 During any Career Service Board proceeding or arbitration, the Employer shall permit attendance of Deputy Witnesses' who have received a properly issued official subpoena. In accordance with Career Service Rules, the Deputy filing the grievance shall be responsible for any and all applicable expenses he incurs during the proceedings.

19.6 Nothing contained in this Article shall be construed to prevent Deputies from presenting, at any time, their own grievances, in person, by legal counsel, or designated representative, to the Employer and having such grievances adjusted without the intervention of the PBA.

19.7 Any Deputy who chooses not to be a member of the PBA may utilize the provisions of the grievance process, up to and including the Career Service Board, Independent Mediation, and Arbitration as defined herein. If a Deputy who is not a member of the PBA elects to proceed with their grievance to the Career Service Board, Independent Mediation, and / or Arbitration, the PBA will not be responsible for either representation of the non-member or any expenses associated with the grievance process. The non-member will also be responsible for the payment of a bond or security deposit in an amount set by the Career Service Board, Independent Mediator, and /or Arbitrator, or other amount mutually agreed to by both parties of the grievance. These funds must be sufficient to cover the non-member's share of the costs for the Career Service Board, Independent Mediator, and / or Arbitrator's appearance at the respective hearing(s), to include but not limited to the costs of travel, lodging, meals, transportation, any time spent reviewing the case and preparation of an opinion whenever such itemized expenses are applicable.

ARTICLE 20
CAREER SERVICE APPEAL BOARD

The Employer and PBA agree that the employee shall have benefit of the Career Service Appeal process as outlined in Pasco County Ordinance Article II, Section 54-38 as due process in administrative disciplinary proceedings.

ARTICLE 21
EMPLOYEE ASSISTANCE PROGRAM

21.1 The Employer will maintain an Employee Assistance Program (EAP) in accordance with established directives, G.O. 22.2 VII that is designed to be confidential in nature, so that Deputies and/or their eligible family members will not be hesitant in seeking help with a problem.

ARTICLE 22

DRUG FREE WORKPLACE / DRUG TESTING

22.1 The Employer will maintain a Drug Free Workplace Program and shall require Deputies to participate in random and/or reasonable suspicion drug and/or alcohol testing in accordance with established directives, Career Service Board Rules, and applicable laws.

22.2 Drugs are defined as alcohol for human consumption in all of its forms, all illegal drugs and controlled substances, prescription drugs, and legal non-prescription drugs that alter mood, consciousness, or coordination.

22.3 Reasonable Suspicion Drug Testing is defined as a belief based on objective facts and the rational inferences, which may be drawn from such facts, or based upon direct or reported observations from a credible source that the particular Deputy is using or is impaired by drugs or alcohol. Behavioral symptoms indicative of substance abuse or intoxication from drugs or alcohol may include but are not limited to: impairment of motor functions, slurred speech, incoherent or irrational mental state, drowsiness, extreme weight loss, red eyes, running nose or sniffling, frequent or extreme mood changes, lack of physical coordination, and odor of alcoholic beverage or marijuana. Deteriorating work performance and/or attendance problems may include but are not limited to: frequent absences or tardiness, unexplained absence from work area, frequent or extended visits to the restroom, and deterioration in dress and/or grooming. Other factors for Reasonable Suspicion Drug Testing may include but are not limited to: other marked or unexplained changes in personal behavior, any evidence that a Deputy has tampered with a drug test, and any evidence that a Deputy has used, possessed, sold, solicited, or transferred drugs contrary to law or official directives after employment or appointment. Alcohol testing shall consist of standard blood alcohol determining procedures.

22.4 Random Drug Screening is a random or periodic testing program administered by the Employer's Human Resources Unit for sworn personnel. Random "blind" lists of Deputies shall be computer generated for drug screening examination. The list shall contain a predetermined number of names that are mathematically random and not subject to arbitrary

manipulation or discrimination. The list shall be identified by a control number assigned by the vendor, Total Compliance Network. The vendor may be changed at the employer's discretion though the PBA shall be notified of any change. The Deputies who appear on the random list shall be contacted during their regularly scheduled duty assignment and instructed to immediately respond to the Employer's contracted and licensed provider for testing.

22.5 Any Deputy who refuses to submit to an ordered drug/alcohol test or who violates any aspect of the Employer's official directives pertaining to the Drug Free Workplace shall be subject to disciplinary action up to and including dismissal. Probationary Deputies found to be in violation of such directives shall be dismissed. Orders for such testing will not be made without cause or outside of the provisions described herein.

22.6 Both parties agree the Employer shall not be held civilly liable for good faith actions based on drug testing results reported to the Employer by the licensed, independent drug-testing provider.

22.7 Any Deputy who voluntarily reports a substance abuse problem to the Employer, excluding all drugs not obtained for an originally legitimate medical reason, shall be permitted to use annual leave, holiday leave, sick leave, compensatory leave, or take a personal leave of absence in accordance with the Family Medical Leave Act in order to obtain substance abuse counseling. Such leave requests must also comply with the official directives for accrued and authorized leave.

22.8 Deputies shall ascertain the likely effect of prescribed drugs from the prescribing physician before reporting for duty. Deputies shall obtain the approval of the Employer before reporting for duty while taking lawfully prescribed medications likely to impair normal physical and mental faculties.

22.9 Any Deputy who, in good faith, reports an alleged violation of the Employer's directives pertaining to the Drug Free Workplace shall not be harassed, retaliated against, or discriminated against in any way.

ARTICLE 23
FITNESS FOR DUTY EVALUATIONS

23.1 Both parties agree the Employer shall have the ability to refer Deputies for Psychological and other Fitness for Duty Evaluations or assessments, with a respective licensed authority selected by the Employer, in accordance with established directives, G.O. 22.4, Career Service Board Rules, and applicable laws.

23.2 The parties recognize that at various times and for reasonable circumstances the Employer may require a Psychological and/or Fitness for Duty Evaluations by a licensed professional selected by the Employer. In order to ensure confidentiality as provided herein, the Employer shall only seek from its professional their conclusion and/or pertinent information as to whether the Deputy is fit for duty. Prior to the evaluation, if the Deputy objects to a Fitness For Duty Evaluation due to a reasonable belief that a legitimate conflict exists between the professional and the Deputy, the Employer shall arrange for an alternative evaluation to be completed by a different licensed professional selected by the Employer.

23.3 When the Employer reasonably believes that a Deputy's ability to perform the duties of his position may be adversely affected due to reasons that may include but are not limited to medical or psychological disorder, use or consumption of alcoholic beverages, use of other drugs, stress, depression, or other events to which the Deputy may be exposed, the Employer may require a Psychological or Fitness For Duty Evaluation as described herein.

23.4 Deputies who display symptoms of psychological stress or disorder shall be placed on administrative assignment and/or temporary leave with full pay / benefits pending the scheduling and results of the psychological evaluation. Additional changes in a Deputy's assignment status may be made by the Employer subsequent to the psychological professional's assessment of the Deputy. Deputies who have been evaluated as psychologically unfit for duty shall not be permitted to return to duty until cleared for full duty by the psychological professional. In the event a Deputy refuses any recommended psychological treatment(s), any administrative assignment shall immediately terminate, and with the Employer's authorization

dismissal proceedings will be initiated in accordance with Career Service Board Rules and official directives.

23.5 The arrest powers, right to carry weapons, and certificate of appointment shall be suspended for Deputies unable to perform their normal duties due to psychological unfitness for duty. Suspension of arrest powers, right to carry weapons, and certificate of appointment shall not apply to Deputies assigned to disability leave as a result of a physical medical impairment.

23.6 At all times throughout a concern pertaining to a Deputy's psychological fitness for duty as described herein, full confidentiality shall be maintained by all persons with knowledge of a psychological problem or disorder of any Deputy. Only persons with a legitimate need to know shall have access to information of a medical / psychological nature of any Deputy.

23.7 Deputies may be required by the Employer to participate in a Psychological Fitness For Duty Evaluation subsequent to traumatic events that may include but are not limited to an event that results in the shooting, wounding, or killing of a suspect, the wounding or killing of a Deputy's co-worker, a motor vehicle crash resulting in death or serious injury, or any isolated incident which causes concern that a Deputy may be psychologically impaired from effectively performing their duties.

23.8 Deputies may be required to participate in Physical Fitness for Duty Evaluations to detect medical problems that may diminish job performance and/or endanger health. Deputies who are members of certain specialty teams and/or units may be required to have annual physical examinations. In all cases, the costs of any required physical examinations shall be paid by the Employer.

ARTICLE 24
LEGAL REPRESENTATION BY EMPLOYER'S COUNSEL

24.1 The Employer may provide the legal defense of any civil claim, except as limited herein, arising out of any alleged act or omission, which occurred or allegedly occurred while the Deputy was acting within the course or scope of his duties as a sworn Deputy, unless:

1) The Employer's Chief Legal Counsel has good cause to believe the acts or omissions were manifestly outside the course and scope of the Deputy's employment or official duties;

2) Has good cause to believe the Deputy acted with malicious purpose or in bad faith at the time of the alleged act or omission or thereafter, or in a wanton and reckless manner.

3) Had good cause to believe the Deputy was performing services for another employer at the time the incident allegedly occurred;

4) The civil claim, action, or proceeding, including disciplinary proceedings, was brought by, or at the request of, the Employer or any of the Employer's officials, against the Deputy;

5) The Deputy fails to comply with the conditions of his defense as determined by the Employer's counsel and as prescribed herein; or

6) A final judgment against the Deputy includes punitive or exemplary damages, in which case the Employer shall, at the election of the Deputy, continue to represent the Deputy in all proceedings subsequent to trial. However, should the final judgment include punitive or exemplary damages, the Employer shall not provide indemnification for those damages; nor shall the Employer provide indemnification for the claimant's attorney's fees, which are based solely on an award of punitive or exemplary damages against the Deputy.

24.2 The continuing duty of the Employer to defend or indemnify the Deputy under this contract shall be conditioned upon:

1) Delivery by the Deputy to the Chief Legal Counsel a written request to provide legal defense together with the original or a copy of any summons, complaint, process, notice, demand, or pleading within seven (7) days after the Deputy is served with such document;

2) The continuing full cooperation of the Deputy in the defense of such action or proceeding, and in defense of any action or proceeding against the Employer, based upon the same act or omission, and in the prosecution of any appeal.

24.3 Other than as specified above, the Deputy shall be entitled to be represented by the Employer's counsel, unless the Chief Legal Counsel determines prior to, or during the pendency of, a civil lawsuit that a conflict of interest could result, or that it is in the best interests of the Deputy, the Employer, or in a case with multiple defendants, any other defendant, that the Deputy be represented by counsel other than the Employer's Chief Legal Counsel or Assistant Legal Counsel. In such case, the Chief Legal Counsel may elect to tender the defense of the Deputy to private counsel selected by the Chief Legal Counsel, upon such conditions and attorney's fees as the Chief Legal Counsel deems appropriate in the particular case. In such case, the Employer will pay the reasonable cost of attorney's fees and expenses of the selected private attorney. Any indemnification of a Deputy represented by private counsel shall be subject to all limits upon indemnification of a Deputy represented by the Employer's counsel.

24.4 The provisions contained herein shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity or defense to liability available to the Employer or Deputies. The benefits of these provisions shall apply, whether or not the Deputy is sued in an individual or representative capacity and whether or not the Deputy is still employed by the Employer; provided, the acts of the Deputy complained of must have been committed during the course of and as a result of his employment by the Employer.

24.5 A Deputy may at any time elect, at his own expense, to be represented by private counsel selected by the Deputy in lieu of representation by the Employer's counsel or private counsel selected by the Chief Legal Counsel; however, by electing to be represented by such private counsel, the Deputy waives all right to a defense and indemnification by or at the expense of the Employer under this contract.

ARTICLE 25
COURT APPEARANCES

25.1 Appearances in criminal or civil court, related hearings, depositions, and / or other required appearances / actions pertaining to the judicial process are a mandatory and necessary duty and responsibility of Deputies. Subpoena procedures and court related appearances shall be conducted and documented in accordance with official directives, G.O. 22.1,III C,D,E, judicial and / or court orders, and applicable law.

25.2 Deputies responding to court related activities as described herein are entitled to compensation in a manner consistent with their respective on-duty or off-duty status and selected compensation method for accrued overtime hours. On-duty work hours shall be defined as any time incurred during the Deputy's normally scheduled or adjusted work hours. Off-duty work hours are defined as time other than the Deputy's scheduled or adjusted work hours.

25.3 On-duty court related activities shall be compensated at a rate and manner commensurate with the affected Deputy's normal compensation and / or overtime rate when applicable. When court related activity is part of the Deputy's continuous workday meaning there is no break in the affected work period prior or subsequent to scheduled work hours, the method of compensation shall be considered as part of the Deputy's workday and subject to only normal overtime and / or adjusted work hour compensation directives.

25.4 Off-duty court related activities including travel time to and from the location of the appearance shall be compensated at a rate and manner commensurate with the affected Deputy's normal compensation rate for adjusted hours and / or overtime rate when applicable.

ARTICLE 26
CALL BACK TO ON-DUTY STATUS

26.1 The Employer has various duties and responsibilities, which may cause a need to place off-duty Deputies in reserve or activate them back to an on-duty status for operational and / or administrative needs. Deputies shall be subject to placement in a stand-by status, on-call status, and / or recalled for duty from their off-duty status in accordance with official directives. Deputies shall promptly report for duty or remain on-duty when assigned to work overtime, special hours, work days other than those normally scheduled, and / or special shifts or details.

26.2 Stand-by status is a non-compensated status in which Deputies are made aware the Employer may call the Deputy back to duty at any time without prior notice via pager, telephone, or other methods of direct contact. Deputies placed in a stand-by status shall have no restrictions placed upon their movement in or out of Pasco County or their personal social activities. In the event an off-duty Deputy is physically, mentally, or geographically unable to respond to an on-duty status upon notification, there shall be no consideration for disciplinary action unless the Deputy refuses to respond without cause.

26.3 When a Sergeant is placed in a stand-by status and is required to respond for duty, they shall be compensated from the time of notification for time spent on the assignment including travel time, which must be a minimum of two hours.

26.4 When a Deputy is On-call the Employer shall notify the Deputy when they are required to be available for response to on-duty activities during a specified period of time, G.O. 22.1 III A3. The Deputy must be available by pager, telephone, or other methods of direct contact and in a position to respond to an on-duty status within one hour of notification. Deputies may not leave the geographical limits of Pasco County's contiguous counties without approval and must restrict their personal social activities in such a manner that they are fit for duty upon notification. When a Deputy is placed in an on-call status and is required to respond for duty, they shall be compensated from the time of notification for time spent on the assignment including travel time, which must be a minimum of two hours.

26.5 Deputies may also be subject to other notifications to return for duty from an off-duty status during certain circumstances as described in official directives or other specific provisions listed in this Agreement. In all other situations not specifically covered by this Agreement, a Sergeant who is called to duty from an off-duty status shall be compensated for a minimum of two hours in accordance with official directives and Civil Service Rules.

26.6 Nothing contained in this Article shall preclude the Employer from adjusting the work hours of affected Sergeants within the same workweek to minimize accrued overtime expenditures in accordance with official directives regarding payroll and overtime. Lieutenants as exempt employees will not accrue overtime in the manner of the Sergeants.

ARTICLE 27
WORKWEEK AND OVERTIME

A. The Sheriff or his designee shall establish the workweek, hours of work and schedules best suited to meet the needs of the Sheriff's Office and provide service to the community. The normal work period will consist of eighty-five (85) hours in a fourteen (14) day period. One hour of that time will be considered "Equipment Maintenance" (i.e. shift briefing, cleaning of firearms, vehicles, maintenance of uniforms, etc.). Nothing in this Agreement shall be constructed as a guarantee or limitation of the number of hours to be worked per work. The current G.O. 22.1, will apply unless amended with notification.

B. All members shall be available at all times for the performance of duties beyond the ordinary or normal work period as may be required.

C. The work cycle for overtime purposes shall be fourteen (14) consecutive days. Any hours that a member is required to work above eighty-five (85) in the work cycle shall be paid for at time and one half the member's regular hourly rate; provided, however, that the Sheriff reserves the right during the fourteen (14) day cycle to flex out bargaining unit members rather than paying overtime. Only hours actually worked count towards the eighty-five (85) hour threshold for determining eligibility for overtime pay.

D. Employees who are called out shall be compensated pursuant to Sheriff's Office policy.

E. All platoons, shifts and squads shall participate in the overtime number system and the employer shall administer overtime in a fair and consistent manner.

ARTICLE 28
TEMPORARY ACTING APPOINTMENTS

Temporary acting appointments of Sergeants to Lieutenants or Lieutenants to Captain's classification shall be documented, processed, and conducted in accordance with official directives and Career Service Rules and General Order 22.1 III 2. Any Sergeant assigned by the Employer to act in a rank of Lieutenant or Lieutenant assigned to act in the rank of Captain for a period of Twenty-eight consecutive calendar days or more shall be compensated the equivalent of ten percent above their regular pay, or up to the minimum of the pay grade of the classification in which the Supervisor is serving in an acting status, whichever is higher, but not to exceed the maximum pay grade for the classification in which the Supervisor is acting.

The Employer shall determine the necessity to begin or end all temporary acting appointments of Supervising Deputies. Nothing contained in this Article shall preclude the Employer from terminating the temporary acting appointment of any Supervising Deputy, at any time, based on operational, administrative, and / or disciplinary needs. Such termination of temporary acting appointments shall not be considered a loss of wages or benefits subject to the punitive action procedures described in official directives, Career Service Rules, and / or this Agreement.

ARTICLE 29
MEMBER BENEFITS

The pension plan for eligible members of this bargaining unit is provided through the State of Florida Retirement System (FRS) in accordance with terms and provisions contained in Florida Statutes.

The Sheriff agrees to provide a health and major medical insurance program that employees will be eligible to participate on the basis of either single or dependant coverage. It is expressly understood that the Sheriff may renegotiate plan coverage at anytime with a plan administrator that may result in increased, decreased, or otherwise altered coverage (providers, deductibles, and types of coverage, etc.).

Bargaining unit employees shall be afforded educational assistance benefits pursuant to PSO G.O. 33.7

ARTICLE 30
ANNUAL AND SUPPLEMENTAL TRAINING

The Employer shall provide annual training to Sergeants and Lieutenants in accordance with official directives, G.O. 33.1, 33.4, accreditation requirements, and the guidelines set forth by the Criminal Justice Standards and Training Commission.

The Employer may provide leadership training for any Supervising Deputy who is considered for promotion or an elevation in rank. Such training shall be of a type, description, and duration determined by the Employer. The training may be provided by the Sheriff's Office or outside sources as on-duty work time at the Sheriff's Office expense.

The Employer shall provide specialized training for any Supervising Deputy whose position and assignment, as determined by the Employer, requires training beyond the basic corrections, training curriculum. Such training shall be of a type, description, and duration determined by the Employer. The training may be provided by the Sheriff's Office or outside sources as on-duty work time at the Sheriff's Office expense.

Supervising Deputies may also submit written requests to attend outside training courses offered by other training facilities or entities. Such requests shall be reviewed by the Employer to determine if attendance by the Deputy benefits the Employer in a substantive manner. In the event the Employer determines a substantive benefit to the Sheriff's Office is present and justified, the Employer may allow attendance by the Deputy in an on or off-duty capacity at the Sheriff's Office expense. In the event the Employer determines there is no substantive benefit to the Sheriff's Office, the Employer may deny the request or allow the Deputy to attend in an off-duty capacity by utilizing leave time and / or at his own expense. Determinations by the Employer for approval of leave time usage by Deputies to attend outside training courses shall be based upon operational and / or administrative needs. Denial of Training is not subject to the grievance process.

ARTICLE 31
WORKERS' COMPENSATION AND LIGHT DUTY

The Employer shall maintain a Workers' Compensation Program for Deputies who are injured in the line of duty in accordance with official directives, G.O. 22.5, and applicable law. Both parties agree that Deputies must comply with the reporting, documentation, and processing requirements set forth by such guidelines to be eligible for Workers' Compensation programs.

If a Deputy is unable to perform the essential functions of their regularly assigned duties due to a temporary physical or mental impairment as determined by a licensed physician or other competent medical authority, the Deputy may be authorized by the Employer to temporarily work in an administrative assignment referred to as Light Duty at their full rate of salary. The work related duties assigned to a Deputy in a Light Duty status, shall not be in conflict with any medical restrictions ordered by a respective medical authority. All designations of Deputies to a Light Duty status require their assigned work related duties to be in a different classification description than their full time classification description. Deputies who are placed in a Light Duty status shall be assigned by the Human Resources Section.

While assigned to a Light Duty status, Deputies shall not perform sworn duties, wear the Employer's official uniforms, drive Sheriff's Office vehicles without permission from the Deputy's Division Commander in charge of the Light Duty assignment, or participate in paid off-duty or overtime details. Deputies placed in Light Duty status shall wear appropriate civilian attire in accordance with official directives.

While on Workers' Compensation, a Deputy may not accrue sick leave or vacation time during the time the Deputy is on temporary total disability from a service related injury. If the injury results in a qualified loss of time for Workers' Compensation benefits, any and all payments made to or received by the injured Deputy shall be immediately forwarded to the Employer. The Employer shall then process the payment as a refund to the salary account, or return the funds to Pasco County government as deemed appropriate.

The Employer through the Bureau Commander retains the ability to authorize conditional overtime hours of work for Sergeants working on light-duty status.

ARTICLE 32
PROMOTIONS

The Employer and the PBA recognize the need for the continued formal education of Deputies in the pursuit of excellence. Therefore it is anticipated that promotion to Sergeant and Lieutenant will require college credits and or Degrees for consideration in the future.

G.O. 22.12 and the Career Development Matrix as it is adopted will guide future promotional requirements.

ARTICLE 33

DEPARTMENT RESIDENCY REQUIREMENTS

Supervising Deputies are required to live and maintain their primary residence in Pasco County, or one of the following counties; Citrus; Hernando; Hillsborough; Lake; Pinellas; Polk, or Sumter. Current G.O. 22.3 II is applicable.

ARTICLE 34
WAGES

Effective at the time of ratification Compensation for Deputies is outlined in PSO G.O. 22.1 Compensation. Effective October 1, 2014, members will receive a 1% - 5% general wage increase to base rate of pay, based on years of service with the agency as follows:

a. Any member who has served less than one year as of October 1, 2014 will receive a 1% general wage increase to base rate of pay.

b. Any member who has served more than one year but less than two years as of October 1, 2014 will receive a 2% general wage increase to base rate of pay.

c. Any member who has served more than two years but less than three years as of October 1, 2014 will receive a 3% general wage increase to base rate of pay.

d. Any member who has served more than three years but less than four years as of October 1, 2014 will receive a 4% general wage increase to base rate of pay.

e. Any member who has served more than four years as of October 1, 2014 will receive a 5% general wage increase to base rate of pay.

This wage increase is a one-time adjustment applicable during the 2014-2015 Fiscal Year, and is not a status quo item, and shall not be subject to automatic future increases.

During the term of this Agreement, a member who is assigned as a Field Training Officer (FTO) and who has an assigned trainee shall receive $19.00 per day while actively training. This stipend is a one-time adjustment applicable during the 2014-2015 Fiscal Year, is not a status quo item, and shall not be subject to automatic future increases.

Article 35
INDEMNIFICATION

In accordance with G.O. 22.2, the Sheriff agrees to provide bargaining unit members with liability insurance for their acts or omissions leading to personal injury, death or property damage which in turn could lead to legal civil action against them. In all such civil action suits, the member agrees to cooperate fully with the Sheriff's Office and its designated counsel in defense of same.

ARTICLE 36
CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and PBA, for the effective period of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement. This Agreement contains the entire contract, understanding, undertaking and agreement of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

In the event that federal or state mandates regarding employees covered by this Agreement, become effective during the term of this Agreement, either party can request to reopen the applicable portions of this Agreement.

ARTICLE 37

DURATION, MODIFICATION, AND TERMINATION

This Agreement shall be effective as of DATE OF SIGNED AGREEMENT, and shall continue in full force and effect until the 30th day of September 2015. At least ninety days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend or terminate this Agreement. Failure to notify the other party of intention to modify, amend, or terminate, as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one year, and each year thereafter absent notification.

AGREEMENT BY AUTHORIZED REPRESENTATIVES

By affixing their signatures below, the authorized representatives from the Pasco County Sheriff's Office and the West Central Police Benevolent Association, Incorporated, agree to the terms and conditions of the provisions set forth herein on behalf of their respective organizations.

IN WITNESS THEREOF, the parties have set their signatures this 7th day of October, 2014.

FOR THE PASCO COUNTY SHERIFF'S OFFICE

Sheriff Chris Nocco

Jeremiah Hawkes, Chief Negotiator

FOR WEST CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION

Nick Marolda, President

Jim Diamond, Chief Negotiator

AGREEMENT

Between

PASCO COUNTY SHERIFF'S OFFICE

And

WEST CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (DETENTION)

Pasco County Detention Chapter
Representing Detention Sergeants and Lieutenants
Under PERC Certification Number 1717

EFFECTIVE
RATIFICATION THROUGH SEPTEMBER 30, 2015

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AGREEMENT / PREAMBLE

THIS AGREEMENT will be effective as of DATE OF SIGNED AGREEMENT and continue in full force and effect until September 30, 2015, unless superseded or terminated at an earlier date by the mutual agreement of the parties, by and between the Pasco County Sheriff's Office (herein, "Employer") and the West Central Florida Police Benevolent Association, Incorporated (Detention) (herein, PBA). The term "Sheriff's Office", as used in this Agreement, shall also mean the Pasco County Sheriff's Office and the term "Sergeants" or "Lieutenants" means a full time permanent employee(s) in the bargaining unit. The Agreement will apply to those Supervising Deputies employed in positions included in the Public Employees Relations Commission (herein, PERC) Certification Number 1717. All references in this agreement to "Deputy" or "Deputies" in the masculine will be understood to mean both male and female Deputies. There shall be no individual arrangement contrary to the terms provided herein.

ARTICLE 1
REPRESENTATIVES OF THE PARTIES

1.1 The Employer recognizes the PBA as the exclusive bargaining representative as defined in Chapter 447, Florida Statutes, as amended, effective January 01, 1975, for all Deputies in the bargaining unit as defined in PERC Certification 1716.

1.2 The Employer and the PBA agree that during the effective dates of this Agreement the Employer and the PBA will communicate collective bargaining issues and other formalized contact with the authorized representatives of the Employer and the PBA in matters requiring mutual consent or other official action called for by this Agreement. The PBA agrees to notify the Employer of the name(s) of such authorized representatives as of the execution of this Agreement and replacement thereof during the term of this Agreement.

ARTICLE 2
NO STRIKE

2.1 The PBA agrees that during the term of this Agreement, Deputies of the bargaining unit shall comply with the Employer's directives and applicable laws regarding concerted job actions and shall not engage in actions such as curtailment or restriction of work output, or interfere with work in or about the Sheriff's Office work stations including, but not limited to, instigating, leading, or participating in any walk-out, strike, sit-down, stand-in, slow-down, refusal to work assigned/designated posts, refusal to return to duty at the scheduled time, or otherwise instigate, lead, or contribute to job actions which undermine supervisory authority and which seriously affect discipline, morale, or organizational effectiveness.

2.2 The PBA recognizes and agrees that applicable laws prohibit public employees or employee organizations from participating in a strike against a public employer by instigating, in any manner, a strike. The PBA further agrees that it shall not authorize, instigate, condone, excuse, ratify, support, or acquiesce in any strike, slow down, work stoppage, or otherwise violate the provisions of this Agreement and/or applicable law regarding concerted job actions.

2.3 Should the PBA or any Deputy(s) of the bargaining unit violate this Article or applicable laws pertaining to concerted job actions, all remedies and penalties provided in F.S.S. 447.507 shall apply. Any breach of this Article by a Deputy(s) of the bargaining unit shall subject the Deputy(s) to immediate disciplinary action up to and including dismissal.

2.4 Any question involving an allegation of a breach of this Article shall not be subject to the grievance procedure contained herein.

ARTICLE 3
DISCRIMINATION

3.1 The Employer and the PBA agree the provisions of this Agreement shall be applicable to all Deputies from the bargaining unit and shall be applied in accordance with the Pasco Sheriff's Office General Order 25.2 Harassment and Discrimination.

3.2 With respect to the PBA membership or activities, both parties will respect the rights of the Deputy(s), meaning that the bargaining unit Deputies are free to join or not to join the PBA and participate in its activities if they choose, and they are also free as individuals to reject PBA membership and not to support the PBA or pay dues to it, without being subjected to any kind of harassment or retaliation.

3.3 By law, the PBA shall not be required to process grievances or provide services otherwise not required by law for Deputies who are not PBA members.

ARTICLE 4
PREVAILING RIGHTS

4.1 All rights and working conditions enjoyed throughout the Sheriff's Office by the Sergeants and Lieutenants of the bargaining unit at the present time covered by written order or known to the Employer, which are not specifically referred to in this Agreement shall not be changed by the Employer in an arbitrary or capricious manner. Within thirty (30) calendar days of giving notice to the PBA of a change to the above, the PBA may notify the Employer of its interest in discussing the matter. Within seven (7) calendar days of receipt of said notification from the PBA, the Employer shall meet with the PBA in order to receive and review the PBA recommendation.

4.2 The Sheriff shall have the right to promulgate any General and Special Order necessary to maintain current accreditation.

4.3 All members shall have the right to inspect their personnel files in accordance with Agency practice. Should an outside entity request inspection of a bargaining unit employee's personnel file, the member will be notified by department as referenced in Detention Directive 5.2.

ARTICLE 5

EMPLOYER'S OFFICIAL DIRECTIVES

5.1 The provisions of this Agreement shall not be construed to repeal, amend, or modify the provisions of any law or ordinance establishing the Career Service Board or the rules, regulations, or other directives adopted pursuant thereto.

5.2 The Employer's official directives affecting wages, benefits, disciplinary procedures, or working conditions in effect as of this Agreement shall be the basis of proposed changes and additions to such directives. Official directives are defined for the purposes of this Agreement as: General Orders, Bureau Directives, Division Directives and Post Orders.

5.3 The PBA and Deputies of the bargaining unit accept the Employer's official written directives as they appear on the effective date of this Agreement. Such directives are subject to recommendations from the PBA for amendment or change in accordance with the restrictions and/or privileges as described herein.

5.4 Unless prevented by Operational Necessity, the Employer will provide a thirty (30) day notice of the intention to change or modify any policy, procedure or order prior to implementation if said change may affect the Bargaining Units.

5.5 It shall be the Employer's sole discretion to authorize the suspension of official directives when necessary for covert investigations or other operational needs. Such temporary suspension of official directives shall not be made in an arbitrary or capricious manner.

5.6 Nothing in this Article shall preclude the PBA from impact bargaining over issues that may affect bargaining unit Deputies.

ARTICLE 6
CHECK-OFF

6.1 The Employer shall deduct dues owed by the Deputies to the PBA on the first pay period of the month; provided, that prior to such deduction the PBA has provided the Employer with a signed authorization from each Deputy whose dues are to be deducted that such deduction is authorized. Deductions shall be made from each paycheck and forwarded to the PBA within ten (10) days of said deductions. Any deductions for items other than PBA dues, initiation fees, or uniform assessments must be approved semi- annually by the Employer.

6.2 Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by the Deputy upon thirty (30) days written notice to the Employer. Upon receiving such written notice from the Deputy, the Employer shall cancel the dues deduction at the request of the Deputy and provide notification to the PBA of the cancellation.

6.3 The PBA shall indemnify and hold harmless the Employer from any and all claims, demands or expenses in connection therewith based upon the Employer's participation in dues deduction.

6.4 Nothing contained herein shall require the Employer to deduct from a salary or be otherwise involved in the collection of any fine, penalty or special assessment.

6.5 Any changes in the amount to be deducted for monthly dues increase shall be implemented after written notification from the PBA is received by the Employer. Said notification shall be provided to the Employer a minimum of four weeks prior to the first pay date on which the dues increase is to be effective. Individual changes to deduction amounts for Deputies shall be processed to the Employer by the PBA in accordance with the Payroll/Personnel System Processing Schedule. The Employer will accept the PBA notice as authorization for the change by the Deputy. Any disputes regarding a Deputy's authorization shall be resolved between the PBA and the Deputy as described herein.

ARTICLE 7
SEVERABILITY AND WAIVER

7.1 Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and the enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

7.2 This exercise or non-exercise by the Employer or the PBA of the rights covered by this Agreement shall not be deemed to waive any such right or right to exercise them in the future.

ARTICLE 8

EMPLOYER'S MANAGEMENT RIGHTS

8.1 The Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, as existed prior to the time that PBA became the bargaining representative for deputies. Florida Statute 447.209 reserves the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the Employer, to direct their employees, takes disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons.

8.2 The rights reserved to the Employer, as described above, shall include, but not be limited to:

A. The right to determine the size and composition of the working force.

B. To determine the number and type of equipment vehicles, machinery, materials, products and supplies to be used, operated or discontinued.

C. To hire, promote, demote, evaluate, transfer, suspend, assign, direct, lay- off and recall employees subject to the express limitations of this Agreement.

D. To reward or reprimand, discharge or otherwise discipline employees subject to the express limitations of this Agreement.

E. To maintain and improve the efficiency of employees.

F. To determine job descriptions and duties and minimum training qualifications for job classifications and the amount and type of work needed.

G. To establish new positions, abolish or change existing positions and increase or decrease the number of positions or employees.

H. To determine the assignment of work.

I. To schedule the hours and days to be worked on each position and shift.

J. To discontinue, transfer or assign all or any part of its operations.

K. To open new facilities and transfer its operations or any part thereto, to new facilities.

L. To expand, reduce, alter, combine, transfer, assign, cease or create any position or position classification, department or function for operational purposes.

M. To determine the location, methods, means and personnel by which operations are to be conducted including the right to contract or subcontract existing and future work. If such contracted work impacts an existing position the PBA will be notified prior to implementation as to the necessity for such change.

N. To make or change rules, policies and practices not in direct conflict with the provisions of this Agreement.

O. To alter health plans, insurance carriers, policies or administrators through which benefits may be provided and to establish terms and conditions of employment except as expressly modified or restricted by a specific provision of this Agreement.

8.3 In interpreting this Agreement, there shall be absolute regard for the rights, responsibilities, and prerogatives of management. This Agreement shall be so construed that there shall be no interference with such rights, responsibilities, and prerogatives except as may be expressly provided in this Agreement.

8.4 If in the sole discretion of the Employer, it is determined that emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, natural or manmade disasters, terrorist acts, or similar catastrophes, the provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, provided that wage rates and monetary benefits of Deputies from the bargaining unit shall not be suspended.

ARTICLE 9
PBA BUSINESS

9.1 Without permission from the Employer, neither PBA representatives nor bargaining unit Deputies shall leave their posts or work stations for the purpose of investigating, presenting, handling or settling grievances. Without permission from the Employer, PBA representatives shall not contact any Deputy(s) or other person concerning grievance matters or PBA business during either the working / duty hours of the PBA representative or the working / duty hours of any Deputy(s) sought to be contacted. Subject to the operational needs of the Employer, the Employer shall not unreasonably deny, constrain, or obstruct the PBA representatives' requests for leave to conduct qualifying types of PBA business as defined by the terms and conditions of this Agreement.

9.2 The Employer shall provide the PBA with a listing of all bargaining unit Deputies, to include the following information:

A. First name, last name, and initial.

B. ID number.

C. Date of employment with the Employer.

D. Initial employment job classification/rank.

E. Initial probationary period ending date.

F. Certification date as a Detention or Law Enforcement Deputy.

G. The current job classification/rank and the date of attainment.

H. Current annual base salary and Pay Plan.

I. Each classification/rank held since employment, the date of attainment of each classification/rank held with the Employer, and /or any other change in employment classification/rank status.

Updated lists shall be provided at the PBA's request. The Employer will notify the PBA of the name and work addresses of all new hire Deputies upon the request of the PBA. The Employer will allow the PBA to distribute printed information approved by the PBA to all newly

hired Deputies. The Employer will allow the PBA to provide a luncheon for all newly hired Deputies who are off-duty and voluntarily choose to attend at the expense of the PBA.

9.3 The PBA may provide information bulletin boards to the Employer at their own expense. Such bulletin boards must be commensurate with the same or lesser number of general information bulletin boards utilized by the Employer in nonpublic areas of the Employer's primary facilities where space permits. Such bulletin boards must be consistent with the style, color scheme, quality, and décor of the respective facility area, shall not exceed an overall dimension of thirty-six inches in height by thirty-six inches in width, and shall be installed in the agreed upon location by the Employer's general maintenance personnel. Official postings and notices by the PBA on such bulletin boards shall be limited to information regarding meeting schedules and/or locations, information regarding PBA officers, general PBA affairs, and PBA sponsored social events. Any matters pertaining to partisan politics or elections, material derogatory toward the Employer or other persons, material violating or having the effect of violating any laws, and any other profane, derogatory, or offensive material including material that violates established directives, shall not be posted on such bulletin boards. No information or notice shall be posted on a PBA bulletin board unless it has been signed by a duly authorized PBA representative and submitted directly to the Employer's affected area District / Division Commander at the time of posting. A copy of this Agreement shall be posted on all PBA provided bulletin boards.

9.4 Absence for PBA Business

A. The Sheriff's Office shall establish a PBA Leave Bank Program for the purpose of allowing PBA members to conduct union business, including, but not limited to, investigating grievances, attending disciplinary and/or grievance meetings, PBA labor meetings and contract negotiations, attending internal affairs investigations on behalf of members, and/or attending official PBA functions, meeting, training or conferences.

B. The PBA shall be granted 150 hours of time off without loss of pay per year for the purposes of attending official PBA or bargaining unit functions, meetings or conferences. Requests for PBA time shall be made in writing to immediate supervisor by the bargaining unit

member making the request. The Sheriff or his/her designee will grant such time off without loss of pay, provided that at his/her sole discretion the efficiency of the operation is not impaired. Requests for leave time shall be made to a PBA board member prior to submitting final request to or his/her immediate supervisor. Requests for use of the PBA Leave Bank time shall be authorized by the Sheriff or his designee. The request shall be on PSO form number 10004 and will be forwarded by the PBA member to the affected Division Commander via the chain of command. Leave time off shall only be provided when the efficiency of operations will not be interfered with or impaired. PBA leave time taken by a PBA Representative shall not be considered as time worked for purposes of calculating overtime.

C. No bargaining unit member shall be discriminated against by the Sheriff or the PBA for his/her participation or nonparticipation in the PBA Leave Bank Program.

ARTICLE 10

JOB DUTIES AND RESPONSIBILITIES

10.1 There will be thorough and complete job descriptions for all Supervising Deputies of the bargaining unit covered by this Agreement in accordance with the Employer's official directives, as outlined currently in 21.1 JTA, and Career Service Rules and local ordinance. The creation and/or decision to amend job descriptions are a Management Right and the Employer retains the right to revise job descriptions in accordance with operational or administrative needs. In the event a permanent change to a job description(s) is required, the Employer will process such revision(s) in accordance with the Employer's established directives and Career Service Rules.

10.2 It is understood and agreed by both parties that the duties performed by Deputies of the bargaining unit cannot always be covered by job descriptions in every instance and, therefore, Deputies of the bargaining unit may be required to perform duties in addition to all those listed within the current job descriptions which are, in the judgment of the Employer, related to the purpose of the job classification and the Sheriff's Office, which judgment shall not be determined without cause.

10.3 In the event a warning is issued by the National Weather Service or other competent authority announcing a pending disaster, including but not limited to hurricanes, floods, and/or tornadoes, it shall be the duty of every Deputy to comply with applicable directives pertaining to such emergencies, including immediate direct contact with the Deputy's respective Division to determine if they are needed for duty by the Employer. If the Employer determines the Deputy is needed, the Deputy will respond for duty as required. It shall not be a defense or grievance issue that a Deputy was not aware of pending dangers as described herein.

10.4 Both parties agree that a Deputy is responsible for equipment that is lost or damaged due to misconduct or misuse by the Deputy, in compliance with G.O. 23.3.2

ARTICLE 11
POLICY / SAFETY COMMITTEE

11.1 There shall be a Policy/Safety Committee established to consist of not more than two (2) representatives appointed by the Employer and two (2) representatives from each bargaining unit appointed by the PBA. The purpose of this Committee shall be for both parties to meet and confer concerning problems or concerns of a general nature, which may from time to time arise at the Sheriff's Office, and to make recommendations concerning resolution of any such problems or concerns. Nothing contained in this Article shall preclude either party from inviting other persons to attend the meeting who may have specific experience, interest, or expertise in any matter that may be applicable to the topics scheduled for discussion. The Committee meetings shall be held in accordance with applicable laws pertaining to general meetings for public entities. The Committee shall meet as mutually agreed between the designated representatives with reasonable notice to both parties to address issues which may arise from or during the course of this contract.

11.2 In addition to the Committee's regular meetings, either party may request a meeting to discuss matters of mutual interest that may require immediate attention. The requesting party shall provide the reciprocal party the intended topic(s) of discussion or concern(s) within a reasonable period of time allowing for sufficient preparation prior to the date/time of the requested meeting.

11.3 The Policy/ Safety Committee shall not have the authority to change, delete, or modify any of the terms of this Agreement.

11.4 The Policy/Safety Committee shall not be a forum for collective bargaining or for resolving specific grievances.

11.5 The Employer will make every reasonable effort to provide and maintain safe working conditions sufficient for a specific job requirement in accordance with federal, state, and local laws.

11.6 The Policy / Safety Committee in accordance with established directives. will review all safety issues, which come to its attention, with a view toward identifying and correcting safety hazards in the Employer's workplace. Such safety issues shall include both operational directives and environmental conditions that affect the safety of the Deputies.

11.7 To this end, the PBA will cooperate and encourage Deputies to work in a safe manner and shall present recommendations through the Employer's established Policy / Safety Committee for any proposed changes.

ARTICLE 12

SHIFT BID PROCESS / SENIORITY

REQUIREMENTS/SELECTION:

A. Bidding for shift and/or locations conducted every six (6) months in accordance with Detention Bureau Directive 510.19.

B. Members may not bid from one classification to another.

C. The Bureau Commander assigns these positions. Members may bid for platoon/shift positions based on the section they are assigned within the Bureau.

D. Members who have completed their Introductory period and are on light duty status or on an approved Family Medical Leave if approved by the Sheriff/Bureau Commander are eligible to bid, pursuant to General Order 22.13

E. Certain positions identified by the Bureau Commander will not be posted for bid.

F. Requests for a hardship placement on a shift/location are forwarded via memorandum to the Bureau Commander, at least two weeks prior to scheduled bidding. Each case is determined independently; the final decision is at the discretion of the Bureau Commander.

G. A seniority list is posted for review two weeks prior to the actual bidding date for all the ranks. This list will include: name, rank, and date of hire or rank, listed by classification. It is the responsibility of members to inform the Operations Captain/designee via memorandum of any errors within three days of the posting.

H. Members with identical seniority dates are placed in bid order by a lottery system. A staff member who is not affected by the bid process draws the numbers.

II. BID PROCESS

A. The shift bid process will be conducted semi-annually. The bid will be conducted by seniority within the agency per classification and/or rank.

B. The order of bid for platoon/shift shall be conducted by rank in descending order, the Lieutenant first, Sergeant second followed by Corporal and Deputy.

C. The bid placement will be openly visible to successive bidders who will bid by appointment or bid sheet if the member cannot appear in person. Members who choose to attend the bid in person shall not be eligible for overtime.

D. Seniority criteria is not binding and, the Bureau Commander reserves the right to make assignments regardless of established placement criteria. The bid process will at no time compromise the overall operational needs of the Detention Bureau of the Sheriff's Office.

III. VACANCIES:

A. Positions that vacate due to transfers, demotions, Promotions or reassignments will not be opened to bid; the Bureau Commander will assign them.

ARTICLE 13
TRANSFERS

13.1 **Transfer Requests**: Transfer requests shall be submitted via the chain of command and a copy forwarded to Human Resources Section. Each Deputies Supervisor is required to comment on the request. The completed request with the comments will be forwarded to Human Resources Section within ten business days. Supervising Deputies are encouraged and authorized to submit transfer requests after completing their probationary period. Transfer request are valid for a one-year period from the date of submission. The process is outlined in G.O. 22.3 shall be followed unless amended with notification prior.

13.2 Transfers to the Court or Bailiff's position will be available to those Sergeants or Lieutenants who hold a Law Enforcement Certification.

13.3 Seniority in the Detention or Law Enforcement Bureau shall be based upon time actually served in that discipline.

ARTICLE 14
AUTHORIZED LEAVE

During the term of the Contract, the funeral/bereavement leave benefits set forth in PSO General order 22.21 (B) and currently in effect shall be applicable to all unit employees and administered in accordance with General Orders 22.2.

Members will be granted up to 25.5 hours of funeral leave to attend services for members of the immediate family as defined in G.O. 22.2; to include the members spouse, parents, grandparents, brother, sister, children and grandchildren of either the member or the member's spouse.

Additional sick leave may be granted with funeral leave at the request of the member.

Military Leave

The Military leave benefits set forth in PSO General Order 22.2, along with those requirements set forth in State and Federal Law shall be applicable to the bargaining unit.

Leave of Absences

The Leave of Absence benefits set forth in PSO General Order 22.2 shall be applicable to bargaining unit employees and administered in accordance with such General Orders.

1)	Less than 5 years continuous service	3.93 hours
2)	Start of the 5th year to the end of 5th year.	4.90 hours
3)	Start of 6th to the end	5.23 hours
4)	Start of 7th to the end	5.56 hours
5)	Start of 8th to the end	5.88 hours
6)	Start of 9th to the end	6.21 hours
7)	Start of 10th to the end	6.54 hours
8)	Start of 11th to the end	6.86 hours

35.19 A disability status shall be considered as the following types of leave:

1) Workers' Compensation
2) Short Term Disability
3) Long Term Disability
4) Medical Leave of Absence
5) Leave Without Pay
6) Light Duty

Holidays

The Holiday benefits set forth in PSO General Order 22.2(C) shall be applicable to all unit employees and administered in accordance with such General Orders.

The following days are designated as official holidays;
New Years Day
Martin Luther King Day
Memorial Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving (Thursday and Friday)
Christmas
One floating holiday designated by the Sheriff

When a Holiday falls on a Saturday, the preceding Friday will be observed. When a Holiday falls on a Sunday, the following Monday will be observed. Members on approved paid leave will be compensated for the Holiday on the day it is observed. If a member's approved vacation includes a Holiday, they will receive holiday pay for that day. Members, who call in sick on a holiday, or on a workday immediately before or following a holiday, may not receive holiday pay at the discretion of the Platoon Commander.

Sick Leave

All sick leave benefits set forth in PSO General Order 22.2 (G), shall be applicable to all unit employees and administrated in accordance with such general orders.

Sick leave is a privilege intended to be used when a member is unable to work due to illness or injury. A physician's note may be required at the supervisor's direction.

Sick leave may be used in the following manner:

When unable to work as the result of a personal injury, illness or childbirth.

Medical appointments that can only be scheduled during working hours.

Quarantine due to the exposure to a contagious disease.

Sick leave may be taken for the illness of an immediate family member (as defined by PSO G. O. and applicable law.)

Members, who are injured or become ill during a vacation leave, may request to substitute sick leave with the approval of a supervisor. Misuse of sick leave benefits will constitute grounds for disciplinary action, up to and including dismissal.

Members may accrue sick leave based on the following computations: 3.93 hours per pay period (approx.102 hours per year). A member may accrue a maximum of 640 hours of sick leave.

Members who notify the agency they cannot report to work due to illness or injury must use sick leave. They may not substitute vacation leave unless all sick leave has been exhausted and then only after approval by the Undersheriff. Members working shifts will notify their immediate supervisor or their divisions on duty supervisor at least one hour before the beginning of the members shift.

Accrued sick leave will be forfeited if a member separates from the agency with less than six years of continuous service. Members who separate from the agency with six years or more years of continuous service will be eligible to receive a payment equal to 25 percent of their accrued sick leave, if they give 14 days' notice and resign in good standing. Such payout may also occur upon approval of extended leave without pay.(For purposes of calculating retirement

benefits, payments made pursuant to this rule will not be considered as salary payments or be used in determining the final compensation of a member.)

Sick leave payments will be calculated using the member's base rate of pay at the time of separation or death. In case of a member's death, any payment owed for accrued sick leave, wages, or travel expenses will be made to the estate unless a specific beneficiary has been designated.

ARTICLE 15
LAYOFF AND RECALL

15.1 Both parties agree that matters involving layoff and / or recall affecting Supervising Deputies of the bargaining unit will be conducted in accordance with established directives, Career Service Board Rules, and applicable State and Federal laws.

ARTICLE 16
PERSONNEL AND PUBLIC RECORDS

16.1 Both parties agree that personnel files of Deputies are public record and will be maintained, produced, and / or distributed in accordance with established directives, Civil Service Rules, and applicable public records laws. Processes are currently outlined in Bureau Directive, Det- 510.15

16.2 The Employer maintains the right to retain any personnel and/or public record(s) that may be eligible for purge under applicable law or directive for the purpose of criminal, civil, or administrative needs.

16.3 In accordance with established directives and public records law, Deputies of the bargaining unit or any other member of the public may request copies, at the applicable per page reimbursement rate, and/or review of eligible personnel or other public records.

16.4 In the event an error or omission is discovered in any personnel or public record, Deputies from the bargaining unit shall be afforded the same opportunities set forth by law to notify the Employer of such error or omission, and request further inquiry and/or correction if a determination is made by the Employer that such error or omission is valid. Deputies may also attach to the file a concise statement in response to any items that are included in the existing file and identified by the Deputy as derogatory, and copies of such items shall be made available to the Deputy upon request. The document(s) and/or written statement(s) submitted by the Deputy for placement in the Deputy's personnel file shall be forwarded through the Deputy's chain of command to the Director/Commander of the Human Resources Section.

ARTICLE 17
FORMAL INVESTIGATIONS

17.1 Both parties agree that formal investigations involving allegations of administrative and / or criminal misconduct by Deputies will be received, processed, conducted, and completed in accordance with established directives, Career Service Rules, the Police Officer Bill of Rights as described by Florida Statute, and other applicable laws.

17.2 The sole remedy available for an alleged violation of the Police Officer Bill of Rights as described by Florida Statute are the remedies available in F.S.S. 112.534 or other applicable law, and in no event shall an alleged violation of the Police Officer Bill of Rights under Florida Statutes 112.532 and / or 112.533 be subject to the grievance procedures or processes described herein.

17.3 A formal written_administrative complaint of misconduct is defined as an accusation or charge accusing a member of the Sheriff's Office of violating a policy, procedure, rule, regulation, or other official directive. This does not include a complainant's misunderstanding or disagreement with the application of law or Sheriff's Office directives.

17.4 Upon receipt of a formal administrative complaint, as currently outlined in G.O. 26.2, the investigating supervisor or Professional Standards Unit investigator shall notify the affected Deputy(s) in writing of the nature of the complaint and identify all complainants prior to an investigative interview with the named Deputy. In cases where advanced notice could jeopardize the investigation, the written notification may be given immediately prior to the investigative interview as permitted by applicable law. Such limited notice shall not be made without cause. Deputies shall have the right to be accompanied by counsel or a representative of their choice during any formal investigative interviews. All formal investigative interviews with Deputies who are the named subject of a formal investigation shall be audio recorded by the Employer. Nothing contained in this Article shall preclude the Employer from initially speaking with any Deputy informally and / or obtaining a written synopsis about an incident involving a

complaint to determine if there is any basis to proceed with a formalized investigation subject to the rights and privileges described herein.

17.5 Allegations of a less serious nature will generally be investigated at the Bureau / Division level by the Employer's assigned supervisor. Allegations that require investigation by PSU are those involving: corruption, violation of civil rights, sexual harassment, incidents involving excessive use of force, matters requiring confidential investigation, time-consuming investigations impractical for Bureau / Division Commanders to assign within their respective area, incidents involving Deputies from more than one Bureau / Division, and / or complaints involving criminal misconduct. Nothing contained in this Article shall preclude the Employer from determining which allegations will be investigated at the Bureau / Division level or by PSU.

17.6 Formalized administrative investigations shall be completed within the period set forth by law unless an extension is approved by the Employer, upon which time the affected Deputy shall be notified in writing of such extension. Extensions of formalized investigations will be made in good faith and shall not be granted without cause.

17.7 Criminal investigations of Deputies by the Employer shall only be subject to the provisions set forth by applicable law and / or the Police Officer Bill of Rights. Nothing contained in this Agreement shall grant any additional privileges, rights, or restrictions to Deputies or the Employer during a criminal investigation other than those defined by law. The Employer retains the sole discretion to determine the point at which a formal administrative investigation will begin when the allegations of misconduct against a Deputy involve actual or potential criminal acts.

17.8 All formalized administrative investigations will be forwarded to the Bureau Commander through the chain of command, for final disposition. Final disposition findings are defined as follows:

1) Sustained: A finding or conclusion that an allegation is supported by a preponderance of evidence.

2) Unfounded: A finding or conclusion that an allegation is demonstrably false.

3) Unsubstantiated: A finding or conclusion that sufficient credible evidence was lacking to prove or disprove the allegation.

4) Exonerated: A finding or conclusion that the incident occurred but the Deputy's actions were lawful and proper.

5) Exonerated Due To Policy Failure: A finding or conclusion that present policy, procedure, rules or regulations covering the situation were non-existent or inadequate. In all cases involving a finding of Exonerated Due To Policy Failure, the Employer shall initiate a review of the policy in question and draft a recommendation to resolve the failure.

17.9 The Employer retains the right to make the final decision regarding the disposition finding(s) of all formal allegations of misconduct after all administrative due process procedures and processes within the Sheriff's Office have been completed.

17.10 The Sheriff shall create a Traffic Crash Review Board will shall evaluate traffic crashes/ incidents referred by a Bureau Commander to make a determination if the crash was avoidable or unavoidable. If the determination is avoidable then the Board shall make a recommendation of the appropriate discipline to the Bureau Commander of the subject member. The PBA Labor Board shall select one member of the Traffic Crash Review Board subject to approval by the Sheriff.

ARTICLE 18
DISCIPLINE

18.1 The Employer and the PBA encourage to the fullest degree, employee behavior which is positive and supportive of the goals of effective management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

18.2 No permanent status employees shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. Loss of pay may be considered as part of disciplinary action. Nothing herein shall prevent the Employer from requiring repayment of sums due to the Employer. Disciplinary action may include:

A. Oral Reprimand

B. Written Reprimand

C. Suspension -- At the discretion of the Sheriff and with the concurrence of the Director of Human Resources, employees may have a suspension held in abeyance until the grievance process is concluded.

D. Demotion

E. Dismissal

F. In the event that the Employer plans to establish other progressive or positive discipline programs, the PBA shall be notified and provided an opportunity to discuss the matter.

18.3 Employees will be advised in writing of the basis for any disciplinary action resulting in loss of pay or benefits. An employee shall be furnished a copy of the Disciplinary Action for all suspensions, demotions, or dismissals. The Employer will comply with State law.

18.4 Any officer who is being interrogated under circumstances where the officer could be subject to discipline shall have a right to have a PBA representative present. It is the employee's responsibility to notify the PBA of the request for union representation.

18.5 Employees may review, upon reasonable request, any supporting documentation contained in a disciplinary package after the completion of any investigation of the matter but prior to the pre-disciplinary hearing portion of the investigation. One copy of any of the supporting documentation shall be provided to the employee free of charge upon request. This section shall not apply in cases in which criminal charges are brought against the affected employee as a result of the departmental investigation. Records in such cases must be obtained through the rules of discovery through the State Attorney's Office.

18.6 A member's disciplinary history will be reviewed annually. Counseling and performance Observation Reports (POR) will not be considered after the member's annual evaluation for purposes of transfers, promotions or assignment.

Written reprimands will not be considered after three (3) years unless a repeat of that violation occurs within that time period for purposes of transfers, promotion or assignment.

ARTICLE 19
GRIEVANCE PROCEDURE

19.1 A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. Deputies or the PBA shall not be eligible to file grievances regarding observation forms for informal counseling actions as both parties agree that such actions do not constitute discipline.

19.2 All grievances filed shall refer to the specific section of this Agreement upon which the grievance is based and shall contain a concise statement of the facts alleged to support the grievance. Both parties agree that defined grievances will be processed and addressed in accordance with established directives, Career Service Rules, or other provisions referred to herein. Both parties agree the Career Service Board will be the primary authority for arbitrating grievances between Deputies, the PBA, and the Employer.

19.3 If the grievance does not state a violation or misapplication of the Career Service Law or Rules and involves a difference, dispute, or complaint regarding the interpretation or application of the terms of this Agreement, the Employer's final decision regarding the grievance shall be reviewed as follows:

If requested by either party to the grievance, an independent grievance mediation and / or arbitration authority will be selected and utilized as mutually agreed upon by the Employer's and PBA's designated representatives on the Policy/ Safety Review Committee as created and described herein. Nothing in this Article shall preclude the designated representatives of the Committee from selecting and utilizing the same independent grievance mediation and / or arbitration authority for all grievances outside the jurisdiction of or declined by the Career Service Board while this Agreement is in effect.

Prior to requesting arbitration of a grievance, the parties agree to seek voluntary mediation. A mediator shall be selected by mutual agreement of the parties from the Federal Mediation and Conciliation Service (FMCS) or other mediator mutually acceptable to both parties. The parties agree to submit grievances and defenses through the mediation process and attempt, in good faith, to resolve any dispute. If the dispute cannot be resolved through mediation, the PBA or

Deputy may seek arbitration through FMCS. The Employer and the PBA shall select the arbitrator from a list of not less than seven (7) names submitted by FMCS within fourteen (14) calendar days from receipt of said list. The selection shall be made by alternately striking names, and the remaining name shall be the arbitrator. The PBA shall strike the first name. The PBA shall provide any payment of the FMCS filing fee. In the event the parties mutually agree, before any striking of names occurs, that the list of arbitrators is unsatisfactory, a new panel may be requested at the expense of the party rejecting the panel.

As promptly as can be arranged, but not more than thirty (30) calendar days after selection of the Arbitrator unless mutually agreed by the Employer and the PBA, the arbitration hearing shall be held. In the event the arbitrator selected is not available within a reasonable time period, the parties may mutually agree to select another arbitrator from the list. Each party shall pay its own expense for its representative counsel and witnesses. The fees of the arbitrator and other expense of arbitration shall be shared equally by the Employer and the aggrieved party. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall limit his decision strictly to the interpretation, application, and enforcement of this Agreement and shall have no power to amend, add to, or subtract from the terms of the Agreement.

19.4 The PBA may act as a representative of the Deputy at any step of the grievance procedure.

19.5 During any Career Service Board proceeding or arbitration, the Employer shall permit attendance of Deputy Witnesses' who have received a properly issued official subpoena. In accordance with Career Service Rules, the Deputy filing the grievance shall be responsible for any and all applicable expenses he incurs during the proceedings.

19.6 Nothing contained in this Article shall be construed to prevent Deputies from presenting, at any time, their own grievances, in person, by legal counsel, or designated representative, to the Employer and having such grievances adjusted without the intervention of the PBA.

19.7 Any Deputy who chooses not to be a member of the PBA may utilize the provisions of the grievance process, up to and including the Career Service Board, Independent Mediation, and Arbitration as defined herein. If a Deputy who is not a member of the PBA elects to proceed with their grievance to the Career Service Board, Independent Mediation, and / or Arbitration, the PBA will not be responsible for either representation of the non-member or any expenses associated with the grievance process. The non-member will also be responsible for the payment of a bond or security deposit in an amount set by the Career Service Board, Independent Mediator, and /or Arbitrator, or other amount mutually agreed to by both parties of the grievance. These funds must be sufficient to cover the non-member's share of the costs for the Career Service Board, Independent Mediator, and / or Arbitrator's appearance at the respective hearing(s), to include but not limited to the costs of travel, lodging, meals, transportation, any time spent reviewing the case and preparation of an opinion whenever such itemized expenses are applicable.

ARTICLE 20
CAREER SERVICE APPEAL BOARD

The Employer and PBA agree that the employee shall have benefit of the Career Service Appeal process as outlined in Pasco County Ordinance Article II, Section 54-38 as due process in administrative disciplinary proceedings.

ARTICLE 21
EMPLOYEE ASSISTANCE PROGRAM

21.1 The Employer will maintain an Employee Assistance Program (EAP) in accordance with established directives, G.O. 22.2 VII that is designed to be confidential in nature, so that Deputies and/or their eligible family members will not be hesitant in seeking help with a problem.

ARTICLE 22

DRUG FREE WORKPLACE / DRUG TESTING

22.1 The Employer will maintain a Drug Free Workplace Program and shall require Deputies to participate in random and/or reasonable suspicion drug and/or alcohol testing in accordance with established directives, Career Service Board Rules, and applicable laws.

22.2 Drugs are defined as alcohol for human consumption in all of its forms, all illegal drugs and controlled substances, prescription drugs, and legal non-prescription drugs that alter mood, consciousness, or coordination.

22.3 Reasonable Suspicion Drug Testing is defined as a belief based on objective facts and the rational inferences, which may be drawn from such facts, or based upon direct or reported observations from a credible source that the particular Deputy is using or is impaired by drugs or alcohol. Behavioral symptoms indicative of substance abuse or intoxication from drugs or alcohol may include but are not limited to: impairment of motor functions, slurred speech, incoherent or irrational mental state, drowsiness, extreme weight loss, red eyes, running nose or sniffling, frequent or extreme mood changes, lack of physical coordination, and odor of alcoholic beverage or marijuana. Deteriorating work performance and/or attendance problems may include but are not limited to: frequent absences or tardiness, unexplained absence from work area, frequent or extended visits to the restroom, and deterioration in dress and/or grooming. Other factors for Reasonable Suspicion Drug Testing may include but are not limited to: other marked or unexplained changes in personal behavior, any evidence that a Deputy has tampered with a drug test, and any evidence that a Deputy has used, possessed, sold, solicited, or transferred drugs contrary to law or official directives after employment or appointment. Alcohol testing shall consist of standard blood alcohol determining procedures.

22.4 Random Drug Screening is a random or periodic testing program administered by the Employer's Human Resources Unit for sworn personnel. Random "blind" lists of Deputies shall be computer generated for drug screening examination. The list shall contain a predetermined number of names that are mathematically random and not subject to arbitrary

manipulation or discrimination. The list shall be identified by a control number assigned by the vendor, Total Compliance Network. The vendor may be changed at the employer's discretion though the PBA shall be notified of any change. The Deputies who appear on the random list shall be contacted during their regularly scheduled duty assignment and instructed to immediately respond to the Employer's contracted and licensed provider for testing.

22.5 Any Deputy who refuses to submit to an ordered drug/alcohol test or who violates any aspect of the Employer's official directives pertaining to the Drug Free Workplace shall be subject to disciplinary action up to and including dismissal. Probationary Deputies found to be in violation of such directives shall be dismissed. Orders for such testing will not be made without cause or outside of the provisions described herein.

22.6 Both parties agree the Employer shall not be held civilly liable for good faith actions based on drug testing results reported to the Employer by the licensed, independent drug-testing provider.

22.7 Any Deputy who voluntarily reports a substance abuse problem to the Employer, excluding all drugs not obtained for an originally legitimate medical reason, shall be permitted to use annual leave, holiday leave, sick leave, compensatory leave, or take a personal leave of absence in accordance with the Family Medical Leave Act in order to obtain substance abuse counseling. Such leave requests must also comply with the official directives for accrued and authorized leave.

22.8 Deputies shall ascertain the likely effect of prescribed drugs from the prescribing physician before reporting for duty. Deputies shall obtain the approval of the Employer before reporting for duty while taking lawfully prescribed medications likely to impair normal physical and mental faculties.

22.9 Any Deputy who, in good faith, reports an alleged violation of the Employer's directives pertaining to the Drug Free Workplace shall not be harassed, retaliated against, or discriminated against in any way.

ARTICLE 23
FITNESS FOR DUTY EVALUATIONS

23.1 Both parties agree the Employer shall have the ability to refer Deputies for Psychological and other Fitness for Duty Evaluations or assessments, with a respective licensed authority selected by the Employer, in accordance with established directives, G.O. 22.4, Career Service Board Rules, and applicable laws.

23.2 The parties recognize that at various times and for reasonable circumstances the Employer may require a Psychological and/or Fitness for Duty Evaluations by a licensed professional selected by the Employer. In order to ensure confidentiality as provided herein, the Employer shall only seek from its professional their conclusion and/or pertinent information as to whether the Deputy is fit for duty. Prior to the evaluation, if the Deputy objects to a Fitness For Duty Evaluation due to a reasonable belief that a legitimate conflict exists between the professional and the Deputy, the Employer shall arrange for an alternative evaluation to be completed by a different licensed professional selected by the Employer.

23.3 When the Employer reasonably believes that a Deputy's ability to perform the duties of his position may be adversely affected due to reasons that may include but are not limited to medical or psychological disorder, use or consumption of alcoholic beverages, use of other drugs, stress, depression, or other events to which the Deputy may be exposed, the Employer may require a Psychological or Fitness For Duty Evaluation as described herein.

23.4 Deputies who display symptoms of psychological stress or disorder shall be placed on administrative assignment and/or temporary leave with full pay / benefits pending the scheduling and results of the psychological evaluation. Additional changes in a Deputy's assignment status may be made by the Employer subsequent to the psychological professional's assessment of the Deputy. Deputies who have been evaluated as psychologically unfit for duty shall not be permitted to return to duty until cleared for full duty by the psychological professional. In the event a Deputy refuses any recommended psychological treatment(s), any administrative assignment shall immediately terminate, and with the Employer's authorization

dismissal proceedings will be initiated in accordance with Career Service Board Rules and official directives.

23.5 The arrest powers, right to carry weapons, and certificate of appointment shall be suspended for Deputies unable to perform their normal duties due to psychological unfitness for duty. Suspension of arrest powers, right to carry weapons, and certificate of appointment shall not apply to Deputies assigned to disability leave as a result of a physical medical impairment.

23.6 At all times throughout a concern pertaining to a Deputy's psychological fitness for duty as described herein, full confidentiality shall be maintained by all persons with knowledge of a psychological problem or disorder of any Deputy. Only persons with a legitimate need to know shall have access to information of a medical / psychological nature of any Deputy.

23.7 Deputies may be required by the Employer to participate in a Psychological Fitness For Duty Evaluation subsequent to traumatic events that may include but are not limited to an event that results in the shooting, wounding, or killing of a suspect, the wounding or killing of a Deputy's co-worker, a motor vehicle crash resulting in death or serious injury, or any isolated incident which causes concern that a Deputy may be psychologically impaired from effectively performing their duties.

23.8 Deputies may be required to participate in Physical Fitness for Duty Evaluations to detect medical problems that may diminish job performance and/or endanger health. Deputies who are members of certain specialty teams and/or units may be required to have annual physical examinations. In all cases, the costs of any required physical examinations shall be paid by the Employer.

ARTICLE 24
LEGAL REPRESENTATION BY EMPLOYER'S COUNSEL

24.1 The Employer may provide the legal defense of any civil claim, except as limited herein, arising out of any alleged act or omission, which occurred or allegedly occurred while the Deputy was acting within the course or scope of his duties as a sworn Deputy, unless:

1) The Employer's Chief Legal Counsel has good cause to believe the acts or omissions were manifestly outside the course and scope of the Deputy's employment or official duties;

2) Has good cause to believe the Deputy acted with malicious purpose or in bad faith at the time of the alleged act or omission or thereafter, or in a wanton and reckless manner.

3) Had good cause to believe the Deputy was performing services for another employer at the time the incident allegedly occurred;

4) The civil claim, action, or proceeding, including disciplinary proceedings, was brought by, or at the request of, the Employer or any of the Employer's officials, against the Deputy;

5) The Deputy fails to comply with the conditions of his defense as determined by the Employer's counsel and as prescribed herein; or

6) A final judgment against the Deputy includes punitive or exemplary damages, in which case the Employer shall, at the election of the Deputy, continue to represent the Deputy in all proceedings subsequent to trial. However, should the final judgment include punitive or exemplary damages, the Employer shall not provide indemnification for those damages; nor shall the Employer provide indemnification for the claimant's attorney's fees, which are based solely on an award of punitive or exemplary damages against the Deputy.

24.2 The continuing duty of the Employer to defend or indemnify the Deputy under this contract shall be conditioned upon:

1) Delivery by the Deputy to the Chief Legal Counsel a written request to provide legal defense together with the original or a copy of any summons, complaint, process, notice, demand, or pleading within seven (7) days after the Deputy is served with such document;

2) The continuing full cooperation of the Deputy in the defense of such action or proceeding, and in defense of any action or proceeding against the Employer, based upon the same act or omission, and in the prosecution of any appeal.

24.3 Other than as specified above, the Deputy shall be entitled to be represented by the Employer's counsel, unless the Chief Legal Counsel determines prior to, or during the pendency of, a civil lawsuit that a conflict of interest could result, or that it is in the best interests of the Deputy, the Employer, or in a case with multiple defendants, any other defendant, that the Deputy be represented by counsel other than the Employer's Chief Legal Counsel or Assistant Legal Counsel. In such case, the Chief Legal Counsel may elect to tender the defense of the Deputy to private counsel selected by the Chief Legal Counsel, upon such conditions and attorney's fees as the Chief Legal Counsel deems appropriate in the particular case. In such case, the Employer will pay the reasonable cost of attorney's fees and expenses of the selected private attorney. Any indemnification of a Deputy represented by private counsel shall be subject to all limits upon indemnification of a Deputy represented by the Employer's counsel.

24.4 The provisions contained herein shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity or defense to liability available to the Employer or Deputies. The benefits of these provisions shall apply, whether or not the Deputy is sued in an individual or representative capacity and whether or not the Deputy is still employed by the Employer; provided, the acts of the Deputy complained of must have been committed during the course of and as a result of his employment by the Employer.

24.5 A Deputy may at any time elect, at his own expense, to be represented by private counsel selected by the Deputy in lieu of representation by the Employer's counsel or private counsel selected by the Chief Legal Counsel; however, by electing to be represented by such private counsel, the Deputy waives all right to a defense and indemnification by or at the expense of the Employer under this contract.

ARTICLE 25
COURT APPEARANCES

25.1 Appearances in criminal or civil court, related hearings, depositions, and / or other required appearances / actions pertaining to the judicial process are a mandatory and necessary duty and responsibility of Deputies. Subpoena procedures and court related appearances shall be conducted and documented in accordance with official directives, G.O. 22.1,III C,D,E, judicial and / or court orders, and applicable law.

25.2 Deputies responding to court related activities as described herein are entitled to compensation in a manner consistent with their respective on-duty or off-duty status and selected compensation method for accrued overtime hours. On-duty work hours shall be defined as any time incurred during the Deputy's normally scheduled or adjusted work hours. Off-duty work hours are defined as time other than the Deputy's scheduled or adjusted work hours.

25.3 On-duty court related activities shall be compensated at a rate and manner commensurate with the affected Deputy's normal compensation and / or overtime rate when applicable. When court related activity is part of the Deputy's continuous workday meaning there is no break in the affected work period prior or subsequent to scheduled work hours, the method of compensation shall be considered as part of the Deputy's workday and subject to only normal overtime and / or adjusted work hour compensation directives.

25.4 Off-duty court related activities including travel time to and from the location of the appearance shall be compensated at a rate and manner commensurate with the affected Deputy's normal compensation rate for adjusted hours and / or overtime rate when applicable.

ARTICLE 26
CALL BACK TO ON-DUTY STATUS

26.1 The Employer has various duties and responsibilities, which may cause a need to place off-duty Deputies in reserve or activate them back to an on-duty status for operational and / or administrative needs. Deputies shall be subject to placement in a stand-by status, on-call status, and / or recalled for duty from their off-duty status in accordance with official directives. Deputies shall promptly report for duty or remain on-duty when assigned to work overtime, special hours, work days other than those normally scheduled, and / or special shifts or details.

26.2 Stand-by status is a non-compensated status in which Deputies are made aware the Employer may call the Deputy back to duty at any time without prior notice via pager, telephone, or other methods of direct contact. Deputies placed in a stand-by status shall have no restrictions placed upon their movement in or out of Pasco County or their personal social activities. In the event an off-duty Deputy is physically, mentally, or geographically unable to respond to an on-duty status upon notification, there shall be no consideration for disciplinary action unless the Deputy refuses to respond without cause.

26.3 When a Sergeant is placed in a stand-by status and is required to respond for duty, they shall be compensated from the time of notification for time spent on the assignment including travel time, which must be a minimum of two hours.

26.4 When a Deputy is On-call the Employer shall notify the Deputy when they are required to be available for response to on-duty activities during a specified period of time, G.O. 22.1 III A3. The Deputy must be available by pager, telephone, or other methods of direct contact and in a position to respond to an on-duty status within one hour of notification. Deputies may not leave the geographical limits of Pasco County's contiguous counties without approval and must restrict their personal social activities in such a manner that they are fit for duty upon notification. When a Deputy is placed in an on-call status and is required to respond for duty, they shall be compensated from the time of notification for time spent on the assignment including travel time, which must be a minimum of two hours.

26.5 Deputies may also be subject to other notifications to return for duty from an off-duty status during certain circumstances as described in official directives or other specific provisions listed in this Agreement. In all other situations not specifically covered by this Agreement, a Sergeant who is called to duty from an off-duty status shall be compensated for a minimum of two hours in accordance with official directives and Civil Service Rules.

26.6 Nothing contained in this Article shall preclude the Employer from adjusting the work hours of affected Sergeants within the same workweek to minimize accrued overtime expenditures in accordance with official directives regarding payroll and overtime. Lieutenants as exempt employees will not accrue overtime in the manner of the Sergeants.

ARTICLE 27
WORKWEEK AND OVERTIME

A. The Sheriff or his designee shall establish the workweek, hours of work and schedules best suited to meet the needs of the Sheriff's Office and provide service to the community. The normal work period will consist of eighty-five (85) hours in a fourteen (14) day period. One hour of that time will be considered "Equipment Maintenance" (i.e. shift briefing, cleaning of firearms, vehicles, maintenance of uniforms, etc.). Nothing in this Agreement shall be constructed as a guarantee or limitation of the number of hours to be worked per work. The current G.O. 22.1, will apply unless amended with notification.

B. All members shall be available at all times for the performance of duties beyond the ordinary or normal work period as may be required.

C. The work cycle for overtime purposes shall be fourteen (14) consecutive days. Any hours that a member is required to work above eighty-five (85) in the work cycle shall be paid for at time and one half the member's regular hourly rate; provided, however, that the Sheriff reserves the right during the fourteen (14) day cycle to flex out bargaining unit members rather than paying overtime. Only hours actually worked count towards the eighty-five (85) hour threshold for determining eligibility for overtime pay.

D. Employees who are called out shall be compensated pursuant to Sheriff's Office policy.

E. All platoons, shifts and squads shall participate in the overtime number system and the employer shall administer overtime in a fair and consistent manner.

ARTICLE 28
TEMPORARY ACTING APPOINTMENTS

Temporary acting appointments of Sergeants to Lieutenants or Lieutenants to Captain's classification shall be documented, processed, and conducted in accordance with official directives and Career Service Rules and General Order 22.1 III 2. Any Sergeant assigned by the Employer to act in a rank of Lieutenant or Lieutenant assigned to act in the rank of Captain for a period of Twenty-eight consecutive calendar days or more shall be compensated the equivalent of ten percent above their regular pay, or up to the minimum of the pay grade of the classification in which the Supervisor is serving in an acting status, whichever is higher, but not to exceed the maximum pay grade for the classification in which the Supervisor is acting.

The Employer shall determine the necessity to begin or end all temporary acting appointments of Supervising Deputies. Nothing contained in this Article shall preclude the Employer from terminating the temporary acting appointment of any Supervising Deputy, at any time, based on operational, administrative, and / or disciplinary needs. Such termination of temporary acting appointments shall not be considered a loss of wages or benefits subject to the punitive action procedures described in official directives, Career Service Rules, and / or this Agreement.

ARTICLE 29
MEMBER BENEFITS

The pension plan for eligible members of this bargaining unit is provided through the State of Florida Retirement System (FRS) in accordance with terms and provisions contained in Florida Statutes.

The Sheriff agrees to provide a health and major medical insurance program that employees will be eligible to participate on the basis of either single or dependant coverage. It is expressly understood that the Sheriff may renegotiate plan coverage at anytime with a plan administrator that may result in increased, decreased, or otherwise altered coverage (providers, deductibles, and types of coverage, etc.).

Bargaining unit employees shall be afforded educational assistance benefits pursuant to PSO G.O. 33.7

ARTICLE 30
ANNUAL AND SUPPLEMENTAL TRAINING

The Employer shall provide annual training to Sergeants and Lieutenants in accordance with official directives, G.O. 33.1, 33.4, accreditation requirements, and the guidelines set forth by the Criminal Justice Standards and Training Commission.

The Employer may provide leadership training for any Supervising Deputy who is considered for promotion or an elevation in rank. Such training shall be of a type, description, and duration determined by the Employer. The training may be provided by the Sheriff's Office or outside sources as on-duty work time at the Sheriff's Office expense.

The Employer shall provide specialized training for any Supervising Deputy whose position and assignment, as determined by the Employer, requires training beyond the basic corrections, training curriculum. Such training shall be of a type, description, and duration determined by the Employer. The training may be provided by the Sheriff's Office or outside sources as on-duty work time at the Sheriff's Office expense.

Supervising Deputies may also submit written requests to attend outside training courses offered by other training facilities or entities. Such requests shall be reviewed by the Employer to determine if attendance by the Deputy benefits the Employer in a substantive manner. In the event the Employer determines a substantive benefit to the Sheriff's Office is present and justified, the Employer may allow attendance by the Deputy in an on or off-duty capacity at the Sheriff's Office expense. In the event the Employer determines there is no substantive benefit to the Sheriff's Office, the Employer may deny the request or allow the Deputy to attend in an off-duty capacity by utilizing leave time and / or at his own expense. Determinations by the Employer for approval of leave time usage by Deputies to attend outside training courses shall be based upon operational and / or administrative needs. Denial of Training is not subject to the grievance process.

ARTICLE 31
WORKERS' COMPENSATION AND LIGHT DUTY

The Employer shall maintain a Workers' Compensation Program for Deputies who are injured in the line of duty in accordance with official directives, G.O. 22.5, and applicable law. Both parties agree that Deputies must comply with the reporting, documentation, and processing requirements set forth by such guidelines to be eligible for Workers' Compensation programs.

If a Deputy is unable to perform the essential functions of their regularly assigned duties due to a temporary physical or mental impairment as determined by a licensed physician or other competent medical authority, the Deputy may be authorized by the Employer to temporarily work in an administrative assignment referred to as Light Duty at their full rate of salary. The work related duties assigned to a Deputy in a Light Duty status, shall not be in conflict with any medical restrictions ordered by a respective medical authority. All designations of Deputies to a Light Duty status require their assigned work related duties to be in a different classification description than their full time classification description. Deputies who are placed in a Light Duty status shall be assigned by the Human Resources Section.

While assigned to a Light Duty status, Deputies shall not perform sworn duties, wear the Employer's official uniforms, drive Sheriff's Office vehicles without permission from the Deputy's Division Commander in charge of the Light Duty assignment, or participate in paid off-duty or overtime details. Deputies placed in Light Duty status shall wear appropriate civilian attire in accordance with official directives.

While on Workers' Compensation, a Deputy may not accrue sick leave or vacation time during the time the Deputy is on temporary total disability from a service related injury. If the injury results in a qualified loss of time for Workers' Compensation benefits, any and all payments made to or received by the injured Deputy shall be immediately forwarded to the Employer. The Employer shall then process the payment as a refund to the salary account, or return the funds to Pasco County government as deemed appropriate.

The Employer through the Bureau Commander retains the ability to authorize conditional overtime hours of work for Sergeants working on light-duty status.

ARTICLE 32
PROMOTIONS

The Employer and the PBA recognize the need for the continued formal education of Deputies in the pursuit of excellence. Therefore it is anticipated that promotion to Sergeant and Lieutenant will require college credits and or Degrees for consideration in the future.

G.O. 22.12 and the Career Development Matrix as it is adopted will guide future promotional requirements.

ARTICLE 33

DEPARTMENT RESIDENCY REQUIREMENTS

Supervising Deputies are required to live and maintain their primary residence in Pasco County, or one of the following counties; Citrus; Hernando; Hillsborough; Lake; Pinellas; Polk, or Sumter. Current G.O. 22.3 II is applicable.

ARTICLE 34
WAGES

Effective at the time of ratification Compensation for Deputies is outlined in PSO G.O. 22.1 Compensation. Effective October 1, 2014, members will receive a 1% - 5% general wage increase to base rate of pay, based on years of service with the agency as follows:

a. Any member who has served less than one year as of October 1, 2014 will receive a 1% general wage increase to base rate of pay.

b. Any member who has served more than one year but less than two years as of October 1, 2014 will receive a 2% general wage increase to base rate of pay.

c. Any member who has served more than two years but less than three years as of October 1, 2014 will receive a 3% general wage increase to base rate of pay.

d. Any member who has served more than three years but less than four years as of October 1, 2014 will receive a 4% general wage increase to base rate of pay.

e. Any member who has served more than four years as of October 1, 2014 will receive a 5% general wage increase to base rate of pay.

This wage increase is a one-time adjustment applicable during the 2014-2015 Fiscal Year, and is not a status quo item, and shall not be subject to automatic future increases.

During the term of this Agreement, a member who is assigned as a Field Training Officer (FTO) and who has an assigned trainee shall receive $19.00 per day while actively training. This stipend is a one-time adjustment applicable during the 2014-2015 Fiscal Year, is not a status quo item, and shall not be subject to automatic future increases.

Article 35
INDEMNIFICATION

In accordance with G.O. 22.2, the Sheriff agrees to provide bargaining unit members with liability insurance for their acts or omissions leading to personal injury, death or property damage which in turn could lead to legal civil action against them. In all such civil action suits, the member agrees to cooperate fully with the Sheriff's Office and its designated counsel in defense of same.

ARTICLE 36
CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and PBA, for the effective period of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement. This Agreement contains the entire contract, understanding, undertaking and agreement of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

In the event that federal or state mandates regarding employees covered by this Agreement, become effective during the term of this Agreement, either party can request to reopen the applicable portions of this Agreement.

ARTICLE 37

DURATION, MODIFICATION, AND TERMINATION

This Agreement shall be effective as of DATE OF SIGNED AGREEMENT, and shall continue in full force and effect until the 30th day of September 2015. At least ninety days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend or terminate this Agreement. Failure to notify the other party of intention to modify, amend, or terminate, as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one year, and each year thereafter absent notification.

AGREEMENT BY AUTHORIZED REPRESENTATIVES

By affixing their signatures below, the authorized representatives from the Pasco County Sheriff's Office and the West Central Police Benevolent Association, Incorporated, agree to the terms and conditions of the provisions set forth herein on behalf of their respective organizations.

IN WITNESS THEREOF, the parties have set their signatures this 7th day of October, 2014.

FOR THE PASCO COUNTY SHERIFF'S OFFICE

Sheriff Chris Nocco

Jeremiah Hawkes, Chief Negotiator

FOR WEST CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION

Nick Marolda, President

Jim Diamond, Chief Negotiator