

AGREEMENT

Between

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

And

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

Hillsborough County Detention Deputies Chapter
Representing Detention Deputies
Under PERC Certification Number 1472

**EFFECTIVE
DATE OF SIGNED AGREEMENT THROUGH SEPTEMBER 30, 2007**

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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will be effective as of DATE OF SIGNED AGREEMENT and continue in full force and effect until September 30, 2007, unless superseded or terminated at an earlier date by the mutual agreement of the parties, by and between the Hillsborough County Sheriff's Office (herein, "Employer") and the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 Hillsborough County Sheriff's Office and the term "Deputy" or "Deputies" means a full time permanent employee(s) in the bargaining unit. The Agreement will apply to those Deputies employed in positions included in the Public Employees Relations Commission (herein, PERC) Certification Number 1472. 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 1472.

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 Employer's established directives, Civil Service Rules, and applicable laws pertaining to 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 Deputy(s) 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 to not 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 Deputies 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.

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 Civil Service system 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: Standard Operating Procedures, Sheriff's Orders, Departmental Orders, Policy Statements, Personnel Orders, Training Bulletins, Legal Bulletins, and Rules and Regulations. Proposed changes and/or additions in directives, which apply to Deputies of the bargaining unit, shall be forwarded to the PBA at least thirty (30) working days prior to the proposed implementation. The PBA may discuss such changes with the Employer and/or present written comments to the Employer regarding the proposed directives and proposed additions and/or changes thereto.

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 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.

5.5 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 the first paycheck each month 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.

6.6 The Employer shall charge the PBA a deduction per member at the rate of one percent (1%) of the amount deducted per month for each Deputy from the bargaining unit.

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 its employees, take 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.
- 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. ABN 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 also provide a meeting space in the requested and pre-determined Sheriff's Office facility allowing the PBA to meet with newly hired Deputies during their off duty time if the Deputies voluntarily choose to attend such a meeting. 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 The Employer shall establish a leave bank comprised of no more than 2,800 hours surrendered and / or donated leave from Deputies who are members of the

PBA to maintain available leave time for use by the PBA representatives to conduct official PBA business. Annually, up to eight (8) hours of holiday leave may, at the beginning of each calendar year, be transferred from leave balances of Deputies who are members of the PBA to the PBA leave bank at the request of the PBA. The maximum aggregate number of paid hours under this section shall be 2,800 hours during one calendar year, which the PBA representatives may use to conduct official PBA business. Any balance remaining in the PBA leave bank at the end of a calendar year shall be transferred to the bank for the following calendar year to become part of the 2,800 hour maximum aggregate total for the new calendar year. The PBA may request and / or receive additional voluntary contributions to the PBA leave bank at any time from Deputies who are members of the PBA. Additional voluntary contributions shall be composed of holiday leave and must be submitted to the Employer in writing with the signature of the Deputy making the voluntary contribution.

9.5 Leave time on behalf of the PBA shall be treated as all other approved leaves and shall be documented in accordance with established leave directives. Leave time on behalf of the PBA, as with other approved leave, does not count as hours worked for the purpose of calculating overtime. PBA representatives are permitted to request leave time for the purpose of conducting PBA business including grievance hearings, contract negotiations, Labor Relations Committee meetings, County Commission meetings regarding the resolution of collective bargaining impasse procedures, and attending state and local PBA conventions and meetings, including local PBA board meetings. The PBA shall provide the immediate supervisor of the affected Deputy(s) at least twenty-four hours advance notice of the requested leave time on behalf of the PBA for the respective Deputy(s). In situations that arise due to exigent circumstances involving uses of force by Deputies that result in serious bodily injury or death, traffic crashes involving serious bodily injury or death, inmate or prisoner deaths, unannounced or unscheduled formal disciplinary matters involving a Deputy, or any unannounced incident involving a Deputy being relieved from duty, a verbal request for a PBA representative to utilize PBA leave may be granted by the Employer without the twenty-four hours notice until such time as a written notice can be submitted on the PBA

representative's next scheduled work day. Such requests shall be submitted to the Employer and shall not be unreasonably denied. All requested leave on behalf of the PBA must be used for conducting official PBA business related to Sheriff's Office labor relation matters. In the event that a PBA representative participates in lobbying at the request of and on behalf of the Employer, regular pay status shall be utilized rather than leave on behalf of the PBA.

9.6 Leave on behalf of the PBA shall not exceed forty-nine percent of an individual Deputy's normally scheduled aggregate number of work hours based on the respective calendar year.

9.7 Deputies shall be accountable for compliance with the Employer's established directives, applicable Civil Service Rules, and the terms and conditions of this Agreement while utilizing leave on behalf of the PBA.

9.8 The PBA agrees to reimburse the Employer a reasonable setup fee for the initial development and implementation of the leave bank program described herein.

ARTICLE 10
JOB DUTIES AND RESPONSIBILITIES

10.1 There will be thorough and complete job descriptions for all Deputies of the bargaining unit covered by this Agreement in accordance with the Employer's official directives and Civil Service Rules. The creation and/or decision to amend job descriptions is 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 Civil 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 District / 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. Lost and/or damaged equipment

resulting from traffic crashes are included in the scope of this Agreement. Both parties agree that a Deputy may be required to reimburse the Employer for repairs and/or replacement of the respective equipment up to a maximum of \$300.00 under the provisions contained herein. Reimbursement(s) may be paid directly by the Deputy to the Employer within the first ninety (90) days of the official notification for reimbursement. If the required reimbursement is not made with the first ninety-day period, the Employer may collect the respective amount from the Deputy through a payroll deduction process that shall not exceed one year from the official notification for reimbursement.

ARTICLE 11
LABOR RELATIONS COMMITTEE

11.1 There shall be a Labor Relations Committee established to consist of not more than four (4) representatives appointed by the Employer and four (4) representatives 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.

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 Labor Relations Committee shall not have the authority to change, delete, or modify any of the terms of this Agreement.

11.4 The Labor Relations Committee shall not be a forum for collective bargaining or for resolving specific grievances.

ARTICLE 12
SHIFT BID PROCESS / SENIORITY

12.1 Both parties agree that matters involving the shift bid process and seniority affecting Deputies of the bargaining unit will be conducted in accordance with applicable directives and Civil Service Rules. This process shall apply to all sworn personnel assigned to or desiring a uniform patrol or detention assignment.

12.2 Definitions.

1) Bid: The process of requesting the shift and the squad and / or housing unit of assignment.

2) Seniority Score: A numerical score calculated by allowing one point for each month a participant has been in their current job classification. Seniority scores shall determine the order in which participants bid.

3) Time-In-Grade: The number of months in current job classification with the Sheriff's Office. Time-in-grade shall be cumulative for breaks in grade of one year or less, minus the time absent. Breaks in grade of greater than one year shall be calculated from the most recent appointment date. Time present in a higher job classification (rank or pay grade) will count towards seniority for the current grade. Ties in seniority between Deputies shall be broken by lottery. Ties in classification seniority for Corporals shall be broken by overall seniority as a Deputy and then by lottery unless otherwise provided by this Agreement.

12.3 Seniority rankings are determined by allowing one point for each month in the time-in-grade. In January of each year, seniority lists sorted by rank shall be posted for review and verification by the Deputies. In addition, Deputies will be provided bid preference sheets showing their individual seniority calculations. Those Deputies who are on probation or who have been placed on Civil Service status 10.3 or 12.9 will not be allowed to participate in the bid process and will be assigned in accordance with

operational needs by the Employer. Deputies will be allowed to bid for changes in shift and area of assignment on an annual basis during January of each year. The bid process will be complete in nature and may result in displacement, depending on seniority scores.

12.4 Deputies will be scheduled to report to their respective District / Division in seniority order and sign up for their choice of squads. If a Deputy is unable to report for the bid process at their scheduled time, they will be placed in an available opening by the respective District / Division Commander. This placement will be made using the proxy sheet provided each bid period. Deputies assigned to a temporary duty (TDY) assignment (up to 180 days) will be allowed to bid during the bid period and will be assigned to the squad of their choice. Deputies assigned to extended TDY assignments (180 days or longer) will not bid during the bid period. When returning to regular duties, extended TDY Deputies will be placed in an available position, with preference given to shift. If there are no openings on the desired shift, Deputies will be placed on any available shift and squad for the remainder of the bid period.

12.5 Deputies transferring or promoted into newly assigned squads and/or duties will be placed in an available position with preference given to shift. If there are no openings on the desired shift, Deputies will be placed on any available shift and squad for the remainder of the bid period. Placement will be dependent on staffing and/or operational needs.

12.6 The Employer may place probationary Deputies based on one position per squad, unless exigent circumstances create the need for more. These positions will be identified prior to beginning the bid process. Probationary Deputies will be permitted to bid during the next bid period following the end of their probationary period.

12.7 In order to accommodate spouses being able to work the same shift with the same days off, bids will be considered for the spouse with the lower seniority score. Spouses will not be able to bid for the same squad / duty assignment. Any special request for a hardship placement on a shift, or any other special request pertaining to the bid

process, shall be submitted in writing to the respective District / Division Commander prior to the posting of the seniority list each calendar year.

12.8 Deputies will be afforded a five-day appeal period beginning the day the bid is complete. Appeals pertaining to the bid process shall be submitted through the chain of command to the affected District / Division Commander.

12.9 All matters pertaining to the shift bid process and seniority that affects Deputies of the bargaining unit remain subject to the approval of the Employer. The Employer retains the right to create special assignments, shifts, details, duties, and/or place Deputies with specialized skills in designated positions as deemed necessary by the Employer. The Employer retains the right to change the assignments, shifts, details, and/or duties of any Deputy to accommodate operational, administrative, and/or disciplinary needs. Such changes will not be made without cause.

ARTICLE 13
TRANSFERS

13.1 Both parties agree that transfers of Deputies will be processed in accordance with established directives and Civil Service Rules. Deputies may be considered for current or potentially vacant positions in any District / Division of the Sheriff's Office provided the position does not require additional academy training. Requests and standardized resumes may be submitted twice per year during the periods of March 15th - 30th, and September 15th - 30th. All requests and transfers shall be purged every six months and prior to accepting new requests. Personnel must re-submit requests and resumes every six months, during the designated time periods. Supervisory Deputies are not required to submit requests and resumes during each six-month submission period, but this shall not prohibit supervisory Deputies from submitting requests for transfer, as they deem necessary.

13.2 Deputies may submit requests for more than one position during the allotted time period. Multiple requests for different positions within the same District / Division may be included in the same request to the affected District / Division Commander. On an annual basis, personnel submitting requests for transfer shall be interviewed by a supervisor within the desired District / Division.

13.3 Deputies applying for transfer must have completed their probationary period prior to submitting a request for transfer.

13.4 Considerations by the Employer for transfer of Deputies to vacant or potentially vacant positions may include, but are not limited to the following criteria: resume, physical fitness, supervisory recommendations, interview results, previous experience, time in grade, personnel file, current and prior job performance, specialized training, involvement in civil litigations, Internal Affairs and disciplinary histories. All transfers remain subject to the approval of the Employer.

ARTICLE 14
ACCRUED AND AUTHORIZED LEAVE

14.1 Both parties agree that accrued and authorized leave will be submitted, processed, documented, and completed in accordance with applicable directives and Civil Service Rules.

14.2 Types of authorized and accrued leave shall include: annual leave, bereavement leave, childbirth/adoption leave, civic leave, compensatory leave, emergency leave, leave of absence, holiday and floating holiday leave, newborn leave, short term disability leave, sick leave, and worker's compensation leave. Federal and state law may also govern the terms and conditions of various types of leave.

14.3 Annual leave requests submitted prior to March 1st of each year by Deputies not involved in the shift process described herein shall be granted based upon seniority in classification. To accommodate annual leave requests by seniority of Deputies involved in the shift bid process, such requests shall not be submitted prior to deployment of the new shift bid each calendar year and may be submitted beginning on the date of the implementation of the new shift schedule. The requests shall be granted based on the Deputy's seniority in classification earned at the Sheriff's Office.

14.4 In all cases, the seniority privilege for annual leave is limited to only one annual leave request, regardless of the length of the leave requested. This Article is intended by the Employer to give preference to senior Deputies for one annual leave period. All other requests for annual leave shall be granted in the order received. Deputies transferring from other bureaus, squads, sections, units, details, Districts or Divisions, prior to the suspense dates listed herein, may exercise their seniority privilege for annual leave requests. Deputies transferring after the suspense date shall not be allowed to exercise their seniority privilege for that calendar year. The Employer shall attempt to honor already scheduled annual leave requests of Deputies transferring to a

new assignment, especially if personal funds have already been expended for activities during the scheduled leave. However, the Employer retains the right to cancel, modify, or re-schedule any leave requests based on operational, administrative, or disciplinary needs. Such changes to leave requests shall not be made without cause.

ARTICLE 15
LAYOFF AND RECALL

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

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 Division Commander of the Human Resources Division.

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, Civil 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 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, the investigating supervisor or Internal Affairs 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 District / Division level by the Employer's assigned supervisor. Allegations that require investigation by Internal Affairs 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 District / Division Commanders to assign within their respective area, incidents involving Deputies from more than one District / 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 District / Division level or by Internal Affairs.

17.6 Formalized administrative investigations shall be completed within the forty-five day 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 Employer through the chain of command, and / or Disciplinary Review Board when applicable, 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.

ARTICLE 18

DISCIPLINE

18.1 Both parties recognize the interest of the community depends upon the Employer's success in providing proper and efficient services to the community and inmate population. To this end, the Employer and the PBA encourage to the fullest degree, behavior by Deputies of the bargaining unit, which is positive and supportive of the mission, vision, and values of the Employer. The parties recognize the need for progressive and appropriate discipline when a Deputy's conduct and job performance are inconsistent with the Employer's said goals or other official directives.

18.2 All discipline shall be supported by just cause, which shall be defined as:

- 1) Whether the factual allegations contained in the Notice of Disciplinary Action occurred; and
- 2) Whether the discipline is consistent with that imposed for similar offenses.

18.3 Both parties agree that some disciplinary situations may arise involving Aggravating Circumstances, which require a Disciplinary Variance from normal progressive disciplinary guidelines. Aggravating Circumstances may include but are not limited to:

- 1) The severity and number of past disciplines.
- 2) The number of violations within the same incident.
- 3) The severity of the incident, actual damage, physical or otherwise.
- 4) Danger to the public.
- 5) Misconduct motivated by unlawful discrimination.
- 6) Pecuniary benefit or self-gain realized by the misconduct.
- 7) And / or behavior constituting domestic violence as defined by law.

18.4 Both parties agree that other disciplinary situations may involve Mitigating Circumstances also resulting in a Disciplinary Variance from normal progressive disciplinary guidelines. Mitigating Circumstances may include but are not limited to:

- 1) Lack of severity of the misconduct.
- 2) Effort of rehabilitation by the Deputy.
- 3) Past service history.
- 4) Length of time of employment.
- 5) And / or recommendations of character.

Both parties agree that nothing contained in this Article shall preclude the Employer from applying established Aggravating Circumstances and Mitigating Circumstances to established progressive disciplinary guidelines.

18.5 Punitive Disciplinary Action is defined as disciplinary action resulting in the loss of pay and / or benefits to include suspension, demotion, and / or dismissal. Non-Punitive Action is defined as action intended to modify or improve behavior and elicit compliance with established directives to include: Letter of Counseling, Letter of Reprimand, temporary loss of take home car privileges, loss of off-duty work privileges, loss of trainer or instructor status, loss of specialty duties or assignments, and / or reassignment.

18.6 Progressive disciplinary measures establish that:

1) Recurrence of the same violation for which formal counseling or reprimand was received shall be punishable by a suspension of one day.

2) Recurrence of the same violation for which less than a two-day suspension was received shall be punishable by a suspension of five days, the third occurrence of such violation shall be punishable by suspension of fifteen days, the fourth occurrence of such violation shall be cause for dismissal.

3) Recurrence of the same violation punishable by a two to five day suspension shall be punishable by a fifteen-day suspension, the third occurrence of such violation shall be cause for dismissal; and

4) Recurrence of the same violation punishable by suspension of six to fifteen days shall be cause for dismissal.

18.7 Time Consideration for the purpose of progressive disciplinary measures establish that:

1) Violations with a one-day suspension or less shall be considered as repeat violations when such repetition occurs within one year of the most recent violation; and

2) Violations punishable by two or more day suspension shall be considered as repeat violations when such repetition occurs within three years of the most recent violation.

18.8 Subsequent to the completion of a formal investigation of misconduct involving a recommended sustained violation(s), all disciplinary recommendations for Punitive Disciplinary Action require a Pre-Disciplinary Hearing between the Employer's affected District / Division designee and the affected Deputy. The purpose of the Pre-Disciplinary Hearing is to provide an avenue of response for the accused in which defenses and justifications can be asserted prior to the possible imposition of punitive discipline. The affected Deputy shall be given a minimum of a five, calendar day notice to prepare for the Pre-Disciplinary Hearing. Deputies shall be afforded the opportunity to appear in person at the Pre-Disciplinary Hearing and respond orally or in writing to the allegations made against them. Written submissions by the affected Deputy may be included in the disciplinary file at the time of the Pre-Disciplinary Hearing or within three days of the Hearing. Notice of the intent to submit a post Pre-Disciplinary Hearing document must be made by the Deputy during the Hearing. The pre-Disciplinary Hearing shall be audio recorded. The affected Deputy may be accompanied by a representative or send a representative on their behalf. The affected Deputy may also present additional evidence or bring witnesses to the Pre-Disciplinary Hearing on their

behalf. Deputies who elect not to attend the Pre-Disciplinary Hearing or send a representative on their behalf shall not be eligible to appeal to the Disciplinary Review Board.

18.9 Subsequent to the completion of a Pre-Disciplinary Hearing, the affected Deputy or his designated representative may request or waive a Complaint Review Board Hearing with the Deputy's permission in accordance with official directives and the terms of this Agreement. If the Deputy requests a Complaint Review Board, the written recommendations from the Board will be placed into the permanent case file(s) and reviewed by the Employer's Disciplinary Review Board and the Sheriff or his designee prior to the imposition of any applicable discipline or the final disposition of the respective case(s). The affected Deputy may be accompanied by a representative or send a representative on his behalf.

18.10 All disciplinary recommendations for Punitive Disciplinary Action require a review by the Employer's Disciplinary Review Board that is composed of the Employer's upper level management designees and the affected District / Division Commander or their designee. The Disciplinary Review Board has the authority to amend, modify, and/or change the recommended findings and / or recommended discipline submitted by the affected District / Division. The affected Deputy may appeal recommendations from the District / Division level to the Disciplinary Review Board by submitting a memorandum requesting such appeal. The affected Deputy may be accompanied by a representative or send a representative on their behalf during the appeal. If a Deputy or their representative appears before the Disciplinary Review Board, the session shall be audio recorded. At the conclusion of the Deputy's presentation, the Deputy will be excused and the Board will convene to discuss whether modifications should be made to the original recommendations from the District / Division level. The affected Deputy will be notified of the Board's recommendation via the affected District / Division Commander as soon as practical.

18.11 Subsequent to the Disciplinary Review Board's official recommendation to the Employer, the affected Deputy may appeal the Board's decision to the Employer by submitting a memorandum requesting such appeal. Subject to the provisions of the Grievance Procedure, Civil Service rules, the Employer's official directives, and the terms and conditions of this Agreement, the Employer retains the right to make the final decision regarding discipline for all formal allegations of misconduct after all administrative due process procedures and processes within the Sheriff's Office have been completed.

18.12 The right to appeal disciplinary decisions made within the Sheriff's Office to the Civil Service Board is governed by Civil Service Rules and is not contingent upon whether or not the appellant first appealed to the Employer.

18.13 Disciplinary appeals shall be conducted in accordance with established directives and Civil Service Rules. The decision rendered by the Civil Service Board will be binding on both parties. Any review(s) of Civil Service decisions will be conducted through the Circuit Court and / or District Court of Appeals as defined by and in accordance with applicable rules or laws. Any final order or judgment rendered by such court of competent authority, which is not subject to further review shall be binding upon both parties.

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, Civil Service Rules, or other provisions referred to herein. Both parties agree the Civil 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 Civil 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 Labor Relations Committee as created and described herein. Nothing in this Article shall preclude the designated representatives of the Labor Relations 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 Civil 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 Civil Service Board proceeding or arbitration, the Employer shall permit attendance of Deputy witnesses who have received a properly issued official

subpoena. In accordance with Civil 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 Civil 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 Civil 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 Civil 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 Civil 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(s), and preparation of an opinion whenever such itemized expenses are applicable.

ARTICLE 20
COMPLAINT REVIEW BOARD

20.1 The Employer shall maintain a Complaint Review Board process for Deputies who are subject to punitive disciplinary actions in accordance with official directives, Civil Service Rules, and the terms of this Agreement.

20.2 Deputies shall be eligible for the Complaint Review Board process subsequent to the completion of any formalized investigation of alleged misconduct when there is a recommended finding of “Sustained” with a recommendation for punitive disciplinary action regarding any alleged violation of official directives. Formalized investigations involving non-punitive disciplinary actions shall not be eligible for the Complaint Review Board process.

20.3 The Complaint Review Board shall consist of five members. The affected Deputy will select two members, the Employer shall select two additional members, and these four members will then choose a fifth member based on mutual agreement. In the event mutual agreement on the fifth member cannot be reached, the Deputy’s selected members and the Employer’s selected members shall each submit the name of a fifth member and the decision shall be determined by lottery. The affected Deputy and the Employer shall ensure the nominated members are willing to participate in the Complaint Review Board process prior to nomination as such participation is not mandatory.

20.4 Only sworn Sheriff’s Office personnel may be nominated as a Complaint Review Board member. In order to maintain impartiality and selection of unbiased personnel for the Board, a Deputy who is a witness or who is otherwise involved in the respective investigation or any supervisor or subordinate in the affected Deputy’s chain of command shall not be nominated or selected as a member of the Complaint Review Board. Participation as a Complaint Review Board member shall be considered as time

worked and the Employer will ensure the work schedules and / or assignments of selected members are adjusted to accommodate their participation on the Board.

20.5 The Complaint Review Board process will occur subsequent to the Pre-Disciplinary Hearing with the affected Deputy's District / Division Commander and prior to the Employer's Disciplinary Review Board Hearing as defined by official directives and this Agreement. At the conclusion of the Pre-Disciplinary Hearing, the respective District / Division Commander shall notify the affected Deputy in writing of his eligibility to request or waive a Complaint Review Board utilizing a standardized document. The Deputy may complete the form at the time of receipt or he may have up to three business days, excluding weekends or holidays, to return his copy of the form directly to the District / Division Commander indicating a request to proceed with the Complaint Review Board process or the waiving of such eligibility. In the event the Deputy elects to have a Complaint Review Board, the Deputy shall provide his nominated members on the form when it is returned. If the form is not received by the District / Division Commander or his designee by the end of the third business day, the Deputy shall not be eligible for a Complaint Review Board.

20.6 After receiving a written request from the affected Deputy for a Complaint Review Board as described herein, the Employer will notify all four members of their accepted nomination as a Board member and arrange for selection and / or nomination(s) of the fifth member. The time period for selection of the fifth member shall not exceed two business days after the Employer's notification to the initial four members. Upon selection of the fifth member, the Employer shall coordinate a meeting of the Board members to review the case(s) as a group. The Employer shall also notify the affected Deputy of the names of the final Board members selected to review his case(s). Deputies named in the respective case(s) under review shall not contact the Board members unless requested by the Board during the review process.

20.7 During the initial meeting, the affected District / Division Commander will distribute copies of the entire investigative case file and all respective attachments to

the Board for their review session(s). The affected District / Division Commander shall provide the members of the Board with a summary of their role and responsibilities by distributing an established role and responsibility form. The affected District / Division Commander or his designee shall then provide the members of the Board an overview of the basis for his recommended findings and recommended discipline. No persons other than the five Board members shall be present for the initial review and discussion. Complaint Review Board proceedings shall not be audio or video recorded. All questions and requests from the Complaint Review Board shall be coordinated through the affected District / Division Commander or his designee who shall make reasonable attempts to provide the requested information in a timely manner by direct response or referral to an appropriate authority.

20.8 A separate Complaint Review Board shall be chosen for each punitive disciplinary action case. In the event a Deputy has multiple but separate punitive disciplinary action cases being processed at the same time through the same District / Division Commander, the selected Complaint Review Board members will address all of the applicable cases. The Complaint Review Board will also review any accompanying charges in a punitive disciplinary action case regardless of the recommended findings or recommended discipline for the other allegations.

20.9 The business of the Complaint Review Board shall not exceed three business days, excluding weekends and holidays, unless unusual circumstances exist in which case a written request from the Board for up to a two-day extension may be approved at the Employer's discretion. The role and function of the Complaint Review Board is not to re-investigate the respective case(s). The Board has the responsibility of conducting a comprehensive review of all facts, testimonies, circumstances, evidence, applicable official directives, Civil Service Rules, and / or laws as they pertain to the recommended finding(s) and recommended discipline respective to the allegation(s).

20.10 After the initial review process, the Complaint Review Board may request to speak with the affected Deputy in a panel forum where all five members of the Board

are present. The Deputy may be accompanied to any such meeting with his designated representative or legal counsel. If the Deputy is not scheduled to appear before the Complaint Review Board, he may request to meet with the Board after their initial review process to relay any substantive matters he feels may be important to the Board's proceedings. Such requests by a Deputy shall be made by use of the standardized form provided to the Deputy at the Pre-Disciplinary Hearing.

20.11 Upon the completion of their entire review process, the Complaint Review Board shall author one typewritten memorandum addressed to the Sheriff summarizing their assessment of the respective case(s). The Board's summary may include but is not limited to:

- 1) An agreement or disagreement with the recommended finding(s) based on applicable guidelines.
- 2) An agreement or disagreement with the recommended discipline based on applicable guidelines.
- 3) An agreement or disagreement with official directives used and / or applied by the investigator and / or the respective District / Division Commander.
- 4) Conflicts in the documented evidence and / or testimonies or the absence thereof.
- 5) Recommendations for interviews of additional witnesses or the re-interview of existing witnesses on specific substantive issues. The Board will only make such a recommendation when there is a reasonable and good faith expectation that such testimony will have an anticipated change of the recommended findings and / or discipline.
- 6) Recommendations for changes, modifications, additions, or deletions to any of the aforementioned summary item topics.

Each member of the Complaint Review Board will sign the memorandum indicating they agree or disagree with the overall content of the collective summary. Members of the Complaint Review Board should make a good faith effort to achieve

consensus regarding the issues noted in their summation. The summary memorandum from the Complaint Review Board will be permanently placed on the left side of the investigative file that will become part of the public record with the remainder of the file upon final disposition. The Employer's Disciplinary Review Board and the Sheriff or his designee will review the summary memorandum from the Complaint Review Board prior to any official dispositions of the respective case(s). Both parties agree the recommendations, determinations, and / or summation of the Complaint Review Board shall not be used and / or included in any official proceedings subsequent to the final disposition determined by the Employer. The recommendations of the Complaint Review Board are advisory in nature and not binding upon any of the involved parties.

20.12 The contents of case files involving formal allegations of misconduct by Deputies are confidential in nature until the Employer reaches a final disposition as described by Florida Statute. Any party to such an investigation or its proceedings who willfully discloses information pursuant to the Employer's investigation, including but not limited to, the identity of the Deputy under investigation, the nature of the questions asked, information revealed, or documents furnished in connection with a confidential internal investigation of the Employer, before such a complaint, document, action, or proceeding becomes a public record shall be guilty of a criminal offense. Therefore, members of the Complaint Review Board shall each sign a standardized Confidentiality Affidavit at the inception of the review process that shall become a permanent part of the case file(s). All materials pertaining to the respective case(s) shall be returned to the affected District / Division Commander upon completion of the Complaint Review Board process.

ARTICLE 21

SAFETY

21.1 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.

21.2 The Employer will maintain a Safety Committee in accordance with established directives. The Safety Committee 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. The Employer will maintain at least one Deputy from the respective bargaining unit as a member of the Safety Committee, and said Deputy shall be selected by the PBA.

21.3 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 Safety Committee for any proposed changes.

ARTICLE 22
EMPLOYEE ASSISTANCE PROGRAM

22.1 The Employer will maintain an Employee Assistance Program (EAP) in accordance with established directives 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.

22.2 Six free consultations per Deputy or eligible family member, per problem, per year are provided under the terms of the Sheriff's Office contract with the independent licensed provider. The Employee Assistance Program provider will assist in the referral of those Deputies or eligible family members needing assistance outside the scope of this program.

22.3 Examples of assistance that may be gained through the Employee Assistance Program resources are: financial difficulties and problems with personal budget, alcohol abuse, prescription and/or over the counter drug impairment, traumatic event support, marital and/or family difficulties, personal problems, and emotional difficulties arising from any of the issues cited herein.

22.4 Eligible Family Member is defined as a family member of a Deputy considered within the Deputy's immediate family and who is living with the Deputy. Immediate family is considered to be those family members normally covered by the Deputy's group insurance health plan.

22.5 Referrals to the Employee Assistance Program may occur by: 1) Self-Referral: the Deputy or eligible family member recognizes need for assistance and contacts the EAP provider directly, 2) Indirect Referral: the Deputy or eligible family member is referred indirectly by a concerned friend or family member who contacts the

EAP provider on their behalf, and 3) Supervisory Referral: a supervisor of the Employer may encourage a Deputy to seek help through the EAP provider.

22.6 The Employee Assistance Program is voluntary and confidential. A Deputy or eligible family member who has been encouraged to use the program, or has been contacted by the EAP provider through indirect referral, is under no obligation to participate in the program. The fact that a Deputy or eligible family member uses or chooses not to use the program, including any resulting referrals, is strictly confidential. However, any Deputy who seeks help through the EAP and discloses information of illegal act(s) will not have this information treated as confidential. Information involving illegal activities will be disclosed by the EAP provider to the Employer for an Internal Affairs investigation.

ARTICLE 23

DRUG FREE WORKPLACE / DRUG TESTING

23.1 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, Civil Service Rules, and applicable laws.

23.2 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.

23.3 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 sniffing, 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.

23.4 Random Drug Screening is a random or periodic testing program administered by the Employer's Internal Affairs 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 Internal Affairs Unit. 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.

23.5 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.

23.6 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.

23.7 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.

23.8 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.

23.9 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 24
FITNESS FOR DUTY EVALUATIONS

24.1 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, Civil Service Rules, and applicable laws.

24.2 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.

24.3 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.

24.4 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 Civil Service Rules and official directives.

24.4 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.

24.5 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.

24.6 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.

24.7 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 are required to have annual physical examinations. In all cases, the costs of any required physical examinations shall be paid by the Employer.

ARTICLE 25
PROMOTIONS / ASSIGNMENTS

25.1 Promotions or elevations in rank for Deputies within the bargaining unit will be conducted in accordance with official directives and Civil Service Rules.

25.2 The Employer shall provide promotional testing and establish eligibility lists for Deputies within the bargaining unit that will be conducted, processed, and maintained in accordance with the terms and conditions of this Agreement, official directives, and Civil Service Rules. Proposed or anticipated changes to the Employer's established directives or Civil Service Rules affecting a member of the bargaining unit's promotion to the rank of Sergeant will be communicated to the PBA not less than thirty days prior to implementation as specified in this Agreement. The Employer retains the exclusive authority to determine the promotional processes and eligibility requirements for all ranks and / or positions that are not included in the bargaining unit as defined herein.

25.3 The Employer retains the sole discretion as a Management Right to assign Deputies within the bargaining unit to any assignment, shift, detail, or required overtime hours throughout the Sheriff's Office for operational or administrative needs, provided such assignment does not result in a change of the Deputy's rank, benefits, or pay grade.

25.4 Nothing contained in this Article shall pertain to the Employer's ability to address issues involving disciplinary matters, Worker's Compensation issues, or other respective items as determined by Civil Service.

ARTICLE 26

LEGAL REPRESENTATION BY EMPLOYER'S COUNSEL

26.1 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) Has 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.

26.2 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.

26.3 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.

26.4 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.

26.5 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 27
COURT APPEARANCES

27.1 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, Civil Service Rules, judicial and / or court orders, and applicable law.

27.2 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.

27.3 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.

27.4 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.

27.5 If a Deputy is required to respond to court related activity during his off-duty hours, the Deputy shall be compensated for a minimum of two hours, regardless of the actual amount of time dedicated to the appearance. For each court appearance or related activity in excess of two hours, a Deputy shall receive credit for all hours during which his attendance is required in accordance with official directives regarding payroll and / or overtime.

27.6 If a Deputy is required to attend separate court related activities within the same calendar day, the Deputy will be guaranteed a two-hour minimum credit for each additional appearance provided there is at least a two-hour time lapse between the conclusion of the first appearance and a subsequent appearance. Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Employer.

27.7 Deputies shall not accept monetary compensation and / or witness fees for on-duty or off-duty court appearances except for what is provided by the Employer to avoid dual compensation situations. Witness fees and / or other methods of court appearance compensation shall be endorsed and / or surrendered to the Employer in accordance with official directives.

27.8 Nothing contained in this Article shall preclude the Employer from adjusting the work hours of affected Deputies within the same workweek to minimize accrued overtime expenditures in accordance with official directives regarding payroll and overtime.

ARTICLE 28
CALL BACK TO ON-DUTY STATUS

28.1 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 and Civil Service Rules. 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.

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

28.3 On-call status is a compensated status in which the Employer shall notify a Deputy when they are required to be available for response to on-duty activities during a specified period of time. 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 Hillsborough 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. Deputies placed in an on-call status shall be credited with two hours of compensatory time for every twenty-four hour

period, or portion thereof, even if not called back to an on-duty status during that time period. When a Deputy is placed in an on-call status and is required to respond for duty, they shall be compensated for the time spent on the assignment including travel time, which must be a minimum of two hours and shall not receive the two hours compensatory time given to those Deputies not called to duty.

28.4 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 Deputy 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.

28.5 Nothing contained in this Article shall preclude the Employer from adjusting the work hours of affected Deputies within the same workweek to minimize accrued overtime expenditures in accordance with official directives regarding payroll and overtime.

ARTICLE 29
HOURS OF WORK AND OVERTIME

29.1 The hours of work and overtime for Deputies shall be determined, scheduled, calculated, documented, processed, and compensated or adjusted in accordance with official directives and Civil Service Rules.

29.2 A standard work period shall be defined as the normally scheduled work cycle consisting of eighty-four hours during a fourteen-day pay period. The work schedule may consist of an 8.4, 10.5, or 12.0 hour daily shift with days off and hourly schedules as determined by the Employer, totaling eighty-four hours in the bi-weekly cycle.

29.3 The Employer may schedule, reschedule, or adjust the work hours of Deputies to facilitate any unscheduled workday, shift, and / or detail provided that overtime is calculated, adjusted, and / or compensated in accordance with official directives, Civil Service Rules, and the terms and conditions of this Agreement.

29.4 The payroll period for Deputies assigned to a standard work period (eighty-four scheduled hours) shall consist of a fourteen-day continuous period with a payroll draw (payment) on a bi-weekly basis throughout the calendar year.

29.5 Deputies shall be compensated for all hours worked. The term hours worked shall include all time actually worked on-duty, on and off duty court related appearances, call back to on-duty status periods, and any approved leave time as described and permitted by official directives and Civil Service Rules.

29.6 Travel time to and from regularly scheduled or adjusted work assignments shall not be considered hours worked. When traveling to an approved special event, approved events outside of Hillsborough County, or other circumstances provided for in

official directives, the hours spent in movement between the point of origin and destination are considered as hours worked. Time spent in overnight accommodations is not considered as time worked.

29.7 In the event that a Deputy is called back to duty or must work beyond his normal tour of duty for more than six hours, and the Deputy's next scheduled tour of duty is less than eight hours from the time the Deputy is released from call-back or extended duties, the Employer may authorize and / or require the Deputy to:

- 1) Continue working for a period of time equal to his next scheduled normal tour of duty, and be credited with working that next scheduled tour of duty.
- 2) Have his duty hours rescheduled to allow a minimum of eight hours rest between the callback or extended tour of duty and the next scheduled tour of duty.
- 3) Use approved leave time to allow a minimum of eight hours rest between the callback or extended tour of duty and when he reports during the next scheduled tour of duty.
- 4) Report for the next tour of duty as scheduled. The Employer retains the ability to deny this option if in the opinion of the Employer, such action would be detrimental to the Deputy's well-being or a potential liability to the Sheriff's Office.

29.8 Deputies working a standard work period shall receive payment or compensatory time at the rate of time and one-half (1 1/2) for all hours worked in excess of eighty-four hours for each bi-weekly pay period.

29.9 Deputies may accumulate up to forty-two hours of compensatory time in their individual compensatory time bank. Deputies may request to use their banked compensatory time in accordance with official directives regarding accrued and authorized leave. Such requests are subject to the approval of the Employer based on operational and / or administrative needs. Compensatory time utilized as time off shall be deducted from the respective Deputy's compensatory time bank. The compensatory time balances Deputies have not used by the end of the payroll fiscal year may be paid in

full by the Employer upon the availability and designation of funding for such purpose. Such determination for payment or non-payment of compensatory time balances at the end of the fiscal year shall rest solely with the Employer.

ARTICLE 30
TEMPORARY ACTING APPOINTMENTS

30.1 Temporary acting appointments of Deputies to Corporal or Sergeant classifications shall be documented, processed, and conducted in accordance with official directives and Civil Service Rules. Any Deputy assigned by the Employer to act in a rank of Corporal or Sergeant for a period of thirty consecutive calendar days or more shall be compensated the equivalent of five percent above their regular pay, or up to the minimum of the pay grade of the classification in which the Deputy is serving in an acting status, whichever is higher, but not to exceed the maximum pay grade for the classification in which the Deputy is acting.

30.2 The Employer shall determine the necessity to begin or end all temporary acting appointments of Deputies. Nothing contained in this Article shall preclude the Employer from terminating the temporary acting appointment of any 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, Civil Service Rules, and / or this Agreement.

ARTICLE 31
RETIREE HEALTH INSURANCE STIPEND PROGRAM

31.1 The Employer shall provide qualifying retired Deputies a monthly Retiree Health Insurance Stipend in accordance with the Retiree Health Insurance Stipend Program established by the Hillsborough County Board of County Commissioners, the Employer's official directives, and applicable law. The Retiree Health Insurance Stipend Program is designed to assist qualifying retired Deputies with the payment of health insurance premiums after they retire from active service with the Employer.

31.2 Retirement is defined as termination from active service for the purpose of receiving a monthly Florida Retirement System (FRS) benefit. Deputies participating in the Florida Retirement System – Deferred Retirement Option Program (DROP) shall not receive the Retiree Health Insurance Stipend until their Deferred Retirement Option Program is completed. Qualifying retired Deputies must be participating in a health insurance program, not limited to the Hillsborough County Group Health Plan, and receiving the Florida Retirement System Health Insurance Subsidy. Deputies who terminate active service with the Employer and defer retirement benefits until a later date shall not be eligible for this program. The retiring Deputy shall be responsible for completing and submitting the Retiree Health Insurance Stipend Program enrollment form and any other enrollment documentation / requirements as determined by the Employer and Hillsborough County.

31.3 Qualifying Deputies shall receive a monthly stipend based upon the amount of \$5.00 per year of completed service with participating Hillsborough County employers. The monthly stipend amount shall not exceed a total of \$150.00 and there is no credit for partial years of service. Deputies may retire at any age once they are vested with the Florida Retirement System, but shall not be eligible to apply for the Retiree Health Insurance Stipend Program until they reach eligibility age. Deputies shall be responsible for notifying the Employer when they reach eligibility age. The retired

Deputy shall be responsible for notifying the Employer of any address changes or when they become eligible for Medicare. The retired Deputy shall be responsible for reimbursement to the Employer for any overpayments as a result of the Deputy's failure to make such notification. The stipend is payable on the first month the retiring Deputy reaches fifty-five years of age for Special Risk Class and shall cease when one or more of the following restrictions are met:

- 1) The beginning of the month the retiring Deputy becomes eligible for Medicare or its successor, whether or not the retiring Deputy applies for and / or receives Medicare.
- 2) When the last payment in the month prior to the month in which a retiring Deputy reaches sixty-five years of age is issued.
- 3) Upon the retiring Deputy's death.

31.4 Qualifying Deputies receiving "In the Line of Duty" disability will have a one-time opportunity at the time of retirement from active service with the Employer to choose between the In the Line of Duty Retiree Health Insurance Subsidy or the Hillsborough County Retiree Health Insurance Stipend. The In the Line of Duty disabled retiree must meet the eligibility and certification requirements of the Hillsborough County Retiree Health Insurance Stipend Program.

31.5 Spouses, dependants, or other beneficiaries of deceased Deputies who retired shall not be eligible to receive the Retiree Health Insurance Stipend, unless the spouse is also an eligible retiree from a qualifying Hillsborough County employer.

31.6 Hillsborough County government funds the Employer's Retiree Health Insurance Stipend Program. In the event Hillsborough County reduces the Employer's Retiree Health Insurance Stipend Program monthly or annual amount during the effective dates of this Agreement, the Employer shall only be responsible for payments of the reduced amount to retired Deputies. In the event Hillsborough County cancels, discontinues, or ceases to fund the Employer's Retiree Health Insurance Stipend Program

during the effective dates of this Agreement, the Employer shall not be responsible for continued payments to retired Deputies.

ARTICLE 32

EMPLOYER'S OFFICIAL UNIFORMS AND ALLOWANCES

32.1 The Employer shall provide uniforms, defined uniform accessories, and established guidelines for the attire / professional appearance of uniform and plain clothes Deputies in accordance with official directives.

32.2 The Employer retains the sole discretion to determine all issues pertaining to the official uniforms worn by Deputies. Such issues shall include but are not limited to the uniform colors, styles, designs, appearances, required items, quantities, excluded or prohibited items, and the manner in which various items affecting the Employer's official uniforms are displayed and / or worn. This may also include personal property items visible to the public, hair and facial hairstyles, and temporary or permanent tattoos.

32.3 The Employer retains the sole discretion to determine all issues pertaining to personal attire worn by plain clothes Deputies and the professional appearance displayed by Deputies during the performance of their official duties and / or work related hours on behalf of the Employer. This may also include personal property items visible to the public, hair and facial hairstyles, excluded or prohibited items, and temporary or permanent tattoos.

32.4 Deputies assigned to an established plain clothes position as a part of their full time assignment within an organizational component shall receive the Plain Clothes Deputy allowance totaling \$75.00 per month. If the Deputy was assigned to a full time plain clothes position prior to November 06, 1995, the Deputy shall remain eligible to receive the established five percent compensation augmentation for their plain clothes assignment in lieu of the \$75.00 per month afforded to Deputies assigned after that date. The payment of a Plain Clothes Deputy allowance is contingent upon the respective Deputy's assignment to an established full time plain clothes assignment as determined by the Employer. Therefore, changes in the Deputy's established full time assignment that result in the Deputy no longer being eligible for a Plain Clothes Deputy allowance

shall not be considered a loss of pay or benefits. Deputies who are formally placed in a Temporary Duty Assignment status requiring a plain clothes assignment for thirty days or more shall be eligible to receive the Plain Clothes Deputy allowance of \$75.00 per month. Deputies who are not permitted to wear the Employer's official uniform and are required to wear plain clothes due to other administrative situations or disciplinary matters shall not be eligible for the Plain Clothes Deputy allowance, regardless of the duration.

32.5 Deputies may present recommendations through the Labor Relations Committee or the Safety Committee to the Employer for changes and / or modifications to the official directives regarding the Employer's official uniforms or guidelines for plain clothes Deputies.

32.6 Both parties agree the Employer's official uniforms and issued uniform accessories / equipment remain the sole property of the Employer and will be returned to the Employer upon any official request or order.

ARTICLE 33
SPECIALTY TEAMS AND GROUPS INCENTIVE

33.1 The Employer maintains designated Specialty Teams or Groups that facilitate a variety of the Employer's special operations and / or administrative needs. Membership with one of these Specialty Teams or Groups is based on the affected Deputy's voluntary application, selection by the Employer after an established tryout or application process, and the Deputy's desire to voluntarily remain a member of the respective Specialty Team or Group. Membership, participation, compensation, and resignation / removal from a designated Specialty Team or Groups shall be conducted in accordance with official directives and Civil Service Rules.

33.2 Members of the following Specialty Teams or Groups shall be compensated with a \$150.00 per month Specialty Teams or Groups Incentive for their active service with the respective organizational component:

- 1) Crisis Management Team
- 2) Special Weapons and Tactics
- 3) Underwater Recovery Team
- 4) Bomb Disposal Team
- 5) Tactical Action Control Team

33.3 Members of the following Specialty Teams or Groups shall be compensated with a \$125.00 per month Specialty Teams or Groups Incentive for their active service with the respective organizational component:

- 1) Mounted Enforcement Team
- 2) Honor Guard
- 3) Field Training Deputy

33.4 Deputies who are active members of the designated Specialty Teams or Groups shall be compensated for all of their duties related to the respective organizational component and shall not be required by the Employer to adjust accrued overtime hours resulting from training, activations, or other required duties relating the Specialty Team or Group. Deputies may elect to be paid for such overtime or bank the accrued hours in accordance with their chosen method of overtime compensation and official directives. This provision shall not apply to Field Training Deputies.

33.5 The payment of a Specialty Teams or Groups Incentive is contingent upon the respective Deputy's assignment by the Employer to, and voluntary active service within, a designated Specialty Team or Group as defined herein. Therefore, changes in the Deputy's membership or participation in a Specialty Team or Group that result in the Deputy no longer being eligible for the incentive shall not be considered a loss of pay or benefits.

33.6 If a Deputy is a member of, or participates in, more than one Specialty Team or Group as described herein, the Deputy shall be eligible to receive only one payment, whichever is higher, for the Specialty Teams or Groups Incentive per month. The only exception to this provision shall be when Deputies are serving as a Field Training Deputy and a member of one Specialty Team at the same time, in which case the Deputy shall receive the Incentive for both the Filed Training Deputy and one Specialty Team affiliation.

ARTICLE 34
ANNUAL AND SUPPLEMENTAL TRAINING

34.1 The Employer shall provide annual training to Deputies in accordance with official directives, Civil Service Rules, accreditation requirements, and the guidelines set forth by the Criminal Justice Standards and Training Commission.

34.2 The Employer shall provide leadership training for any Deputy who is promoted or receives 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.

34.3 The Employer shall provide specialized training for any Deputy whose position and assignment, as determined by the Employer, requires training beyond the basic, law enforcement, 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.

34.4 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.

ARTICLE 35
LEAVE FROM DUTY

35.1 The Employer shall provide Deputies defined types of authorized leave from duty that shall be submitted, processed, documented, completed, and compensated in accordance with official directives, Civil Service Rules, and applicable law. Deputies shall be responsible for the qualifying criteria respective to various types of authorized leave.

35.2 Types of authorized leave from duty for Deputies shall include: annual leave, bereavement leave, childbirth / adoption leave, civic leave, compensatory leave, emergency leave, leave of absence, holiday and floating holiday leave, military leave, newborn leave, short term disability leave, sick leave, and worker's compensation leave. Federal and state law may also govern the terms and conditions of these defined types of leave.

35.3 All leave requests from Deputies are subject to the Employer's approval based upon operational and / or administrative needs with the exception of any mandatory leave provisions set forth by official directives, Civil Service Rules, or applicable law.

35.4 The Employer shall provide each Deputy with ninety-six hours of Holiday Time each year. Such time is based upon eight hours per day totaling twelve days or ninety-six hours. Ten of the days are designated holidays and the two remaining days are Floating Holidays the Deputy may utilize at their discretion, subject to the approval of the Employer based on operational and / or administrative needs. Deputies assigned to positions allowing them to take Holiday Time as it occurs shall not be scheduled to work on holidays and shall not accrue Holiday Time, unless operational and / or administrative needs as determined by the Employer require the Deputy to work on a holiday. Deputies who are unable to take a holiday on its scheduled date shall accrue eight hours credit for

each holiday worked. When a holiday falls on a Deputy's regularly scheduled day off, the Deputy shall receive eight hours of credit in addition to the regular day off. The Holiday Time accrual banks of Deputies shall be subject to a maximum amount as determined by the Employer. Accrued Holiday Time that is not used by a Deputy during the year shall be carried over to the next year.

35.5 The Employer shall provide each Deputy with an amount of Annual Leave based upon the Deputy's length of continuous service and number of regularly scheduled and paid hours within a bi-weekly pay period. In the event a Deputy is not eligible to receive a full eighty-four hours of actual time worked or a full eighty-four hours by the use of authorized accruals, or any combination thereof, Annual Leave will be determined by the actual number of hours paid. If the Deputy has no pay bi-weekly pay periods of less than eighty-four hours or has not entered in to a no-pay status as described herein, Annual Leave amounts for Deputies shall accrue on an annual basis in one of four respective categories as follows:

- | | |
|---|--------------|
| 1) Less than 5 years continuous service | 84.08 hours |
| 2) More than 5 less than 10 years continuous service | 100.90 hours |
| 3) More than 10 less than 15 years continuous service | 126.02 hours |
| 4) More than 15 years continuous service | 167.95 hours |

35.6 Deputies are urged to take their allocated vacation time every year. In cases where this is not feasible, Deputies may accumulate vacation hours. Annual Leave time may be accrued based on the Begin Date of February 2, 1997. During the period of active employment, Deputies are required to use a minimum number of hours of Annual Leave per year. Deputies hired before the Begin Date and had an unused Annual Leave balance below three hundred and thirty-six hours, may accrue Annual Leave up to a maximum of three hundred and thirty-six hours. On the Deputy's Benefits Date, all unused Annual Leave required by official directive and all unused Annual Leave in excess of three hundred and thirty-six hours shall be lost. Deputies hired before the Begin Date and who have an unused Annual Leave balance in excess of three hundred

and thirty-six hours on the Begin Date shall be allowed to maintain, but not exceed, that higher amount for the remainder of their employment. On the Deputy's Benefits Date, all unused Annual Leave in excess of the balance held on the Begin Date will be lost. Deputies hired on or after the Begin Date may accrue up to a maximum of three hundred and thirty-six hours of Annual Leave. Upon each Benefits Date for a Deputy, all unused Annual Leave, all Annual Leave required by official directive, and all Annual Leave in excess of three hundred and thirty-six hours shall be lost. Probationary Deputies that are employed on or after the Begin Date, shall have two years from the Deputy's date of hire to use all Annual Leave described herein. The maximum number of Annual Leave hours a Deputy may take in any one twelve month period is six hundred and seventy-two for a Deputy working an eighty-four hour pay cycle. These hours may be taken contiguously with the Employer's approval.

35.7 Upon termination of employment under the conditions of retirement, death, voluntary resignation (with proper two week notice), lay-off, or other such termination by proper authority while in good standing, a Deputy shall receive payment for any unused Annual Leave, which does not exceed three hundred and thirty-six hours. In addition to the paid vacation time allowed, Deputies may take up to the six hundred and seventy-two hours of unused vacation time authorized within a twelve month period. This means that during the calendar year of separation of employment, a Deputy may receive final pay for up to three hundred and thirty-six hours and use Annual Leave time up to six hundred and seventy-two hours, for a total of up to one thousand and eight hours of Annual Leave benefits. Upon separation of employment, the Deputy shall forfeit the Accrued Annual Leave balances beyond those previously stated.

35.8 The Employer shall provide each Deputy with an established, annual amount of Sick Leave for use when the Deputy is unable to report for duty due to an illness, emergency, or other qualifying circumstance. The determination for the terms and conditions of Sick Leave and / or Sick Leave related issues shall depend on the respective Deputy's participation in Sick Plan A or Sick Plan B as defined by official directives and Civil Service Rules.

35.9 Sick Plan A is defined as an insurance option chosen by the Deputy prior to February 02, 1997. Sick Plan B is defined as an insurance option chosen by a Deputy or any Deputy hired after February 02, 1997. Sick Leave shall be granted to all Deputies for regularly scheduled and paid and hours worked on the basis of eighty-four hours for each bi-weekly payroll period. The rate of hourly accrual shall be .0462 hours for those Deputies in Sick Plan A and .0308 for those Deputies in Sick Plan B. Deputies who enter a no-pay status during any pay period shall not be eligible to accrue Sick Leave during that time. In the event a Deputy enters a no-pay status for all or a portion of a pay period, the accrual rate shall be pro-rated based on the actual number of hours worked by the Deputy. Sick Leave allowances accrued and not used by Deputies may be accumulated without limit, but may not be paid or converted except as specifically provided for in official directives and / or Civil Service Rules.

35.10 The Employer shall provide Deputies enrolled in Sick Leave Plan A and Sick Leave Plan B a monetary contribution to the Employer's Deferred Compensation Program regardless of any monetary participation by the Deputy. The Deferred Compensation Program is not directly related to Sick Leave, but the rate of payment by the Employer is determined by the Deputy's participation in either Sick Plan A or Sick Plan B. The contributions by the Employer shall be made in addition to all other wages paid to Deputies and will begin the month after the affected Deputy notifies the Employer they have opened a deferred compensation account as follows:

- 1) Sick Leave Plan A: One and one-half percent (1.5%) of the Deputy's wages received for working all regularly scheduled hours.
- 2) Sick Leave Plan B: Two and one-half percent (2.5%) of the Deputy's wages received for working all regularly scheduled hours.

35.11 The Employer shall facilitate an Attendance Award Program that allows Deputies to convert a portion of unused Sick Leave to Annual Leave under circumstances specified in official directives and / or Civil Service Rules. Such conversion shall be

calculated by determining one-third of a Deputy's annual Sick Leave accrual, minus any Sick Leave used from his Benefit Date to Benefit Date, and the difference may be converted to Annual Leave.

35.12 Sick Leave shall be allowed in cases of a Deputy's incapacitation caused by injury or illness that is not job-related, or for health maintenance appointments (other than Workers' Compensation) with dentists, physicians, or other professionals in the field of mental or physical health. Accumulated Sick Leave allowances may also be used for the same criteria pertaining to a Deputy's spouse, child, parent, or parent-in-law to include the biological parent, or any individual who acted as a parent of the Deputy or spouse when the Deputy was young. Sick Leave allowances may also be used for the same purposes for any relative residing in the Deputy's household. Accumulated Sick Leave allowances may also be used for the birth of child of the Deputy or the placement of a child with the Deputy for adoption or foster care. Sick Leave used for the birth or adoption of a child must be completed within twelve months of such birth or adoption, which may not reflect the Deputy's entitlements under the Family Medical Leave Act. Sick Leave may be used otherwise only to the extent provided hereinafter to supplement allowances paid for job-related incapacitation, upon entering the Short-Term Disability Program of Long-Term Disability Program and, in certain emergencies as provided by official directives and Civil Service Rules.

35.13 A Deputy who is incapacitated by a job-related injury or illness as defined by the Workers' Compensation Act is entitled to the benefits provided by that Act. At the request of the incapacitated Deputy, the Employer shall allow the Deputy to use accumulated hours of Annual or Sick Leave to supplement Workers' Compensation benefits to prevent a loss of income. Such supplement by the Deputy shall have no effect on the adjustment of the Performance Review Date, as prescribed by Civil Service Rules. Nothing contained in this section shall be construed as preventing the Employer from establishing any other form of disability or wage continuation plan to supplement such Workers' Compensation benefits. The combined total of Workers' Compensation

benefits and payment under any plan of compensation shall not exceed the salary of that Deputy at the regular rate for a normal week.

35.14 In every case of absence from sickness, injury, or other emergency, the Deputy shall promptly notify their immediate supervisor, directly or indirectly through a competent authority, not less than one hour prior to their normally scheduled reporting time. Failure to comply with this provision may be grounds for denial by the Employer for use of Sick Leave with pay. Requests for Sick Leave for scheduled appointments with physicians or dentists must be made in advance to the Employer. A statement from the attending physician must be presented upon return to work in cases required by the Employer. At the discretion of the Employer, a request for updated medical documentation supporting a need to remain off work may be required in cases of a prolonged absence. A prolonged absence from work is when a Deputy is absent for more than fourteen consecutive calendar days requiring the Deputy to submit a written request to the Employer in accordance with official directives. Should it be discovered that a Deputy is taking Sick Leave under false pretenses, it shall be deemed grounds for disciplinary action, up to and including dismissal.

35.15 Pregnancy shall be treated as any other temporary medical disability of a non-occupational nature. Upon receipt of proper medical documentation, any female Deputy shall be allowed the use of accrued Sick Leave; then all other accrued leave for the purpose of childbirth and related medical conditions. Deputies using accrued leave for this purpose shall be carried on the payroll as on Sick Leave, Annual Leave, Compensatory Leave, or Holiday or Floating Holiday Leave as appropriate. Deputies who qualify and fall under Sick Plan B may also use the Short Term Disability.

35.16 Upon the conditions of death or retirement under a recognized retirement system, a Deputy, or in case of death, the Deputy's designated beneficiary, or in the absence of a designated beneficiary, the Deputy's survivor as defined by Florida Statute, shall be paid for unused sick leave earned prior to the Begin Date, according to the following:

1) Deputies who are dismissed for cause, other than for mental or physical impairment, shall not be paid for unused sick leave hours.

2) Deputies shall provide proper notice of their intention to retire in order to be eligible for payment of unused sick leave hours. Proper notice shall normally be considered to be at least two weeks.

3) Deputies who are laid off and who are otherwise eligible for retirement may at any time during the initial year of layoff give written notice of their intention to take retirement and receive payment for unused sick leave hours as provided by Civil Service Rules.

4) Unused Sick Leave hours of Deputies who retire or die prior to retirement, which were earned prior to the Begin Date and not used shall be paid as follows:

- a) Up to 480 hours of unused Sick Leave shall be paid at 100% of the Deputy's regular hourly rate of pay being earned at the time of separation.
- b) Unused Sick Leave hours above 480 hours and up to and including 960 hours shall not be paid.
- c) One half of all unused Sick Leave that exceeds 960 hours shall be paid at 100% of the Deputy's regular hourly rate of pay being earned at the time of separation.

5) Unused Sick Leave accrued on or after the Begin Date shall not be eligible for payment.

6) Payment of unused Sick Leave hours for those Deputies who die during their employment with the Sheriff's Office shall be according to one of the following:

- a) The Deputy's designated beneficiary as identified on Civil Service forms.
- b) In the absence of a designated beneficiary, the Deputy's survivor, as defined by Florida Statute: spouse, living children (equally), parents (equally), or the legal representative of the Deputy's estate.

7) Deputy's who enter the Deferred Retirement Option Program (DROP) shall not be eligible for the payment of their unused Sick Leave accruals until they leave the employment of the Hillsborough County.

35.17 In the event of a personal or family emergency, a paid absence of not more than twenty-five percent (with a maximum of three days) of a Deputy's annual Sick Leave accrual may be approved by the Employer provided:

1) The paid absence shall be considered as use of Sick Leave and deducted from cumulative hours accrued from Benefit Date to Benefit Date. In no instance shall cumulative Emergency Leave within a twelve month period exceed twenty-five percent (with a maximum of three days) of a Deputy's annual Sick Leave.

2) The emergency circumstances are of a nature that preclude being reasonably foreseen, and of such urgency as to require the Deputy's immediate presence away from the work location during normal working hours.

3) The Deputy must obtain at least verbal permission from the Employer for the absence at the earliest practical time, consistent with the nature of the emergency.

4) The Deputy shall present evidence of the compelling nature of the circumstances, as deemed necessary by the Employer to justify the granting of Emergency Leave.

35.18 A Deputy may submit a written request to the Employer in accordance with official directives for a leave of absence without pay for the following reasons:

- 1) The Deputy has exhausted all applicable accrued leave.
- 2) Mandated by sickness or illness of the Deputy or his immediate or extended family.
- 3) Birth and care of a child.
- 4) Adoption of or receiving a child into foster care.
- 5) Other compelling personal hardship.

6) Short Term Disability.

The categories defined by official directives and Civil Service Rules for a leave of absence without pay are as follows:

- 1) Family and Medical Leave Act of 1993.
- 2) Medical Leave of Absence.
- 3) Cogent Leave of Absence.
- 4) Military Leave of Absence – beyond twelve days.

Absences without leave shall not be credited towards the accrual of Sick and Annual Leave.

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

A Deputy who reaches two hundred and seventy days, of each and / or all of these disability status' combined within a two-year calendar, or has a significant disability history beyond the two-year calendar, shall be subject to review of employment in a Due Process Hearing. The Due Process Hearing shall determine a recommendation regarding continuation of Employment. If a review of a Deputy's work history determines that a Due Process Hearing is warranted, or if an ill / injured Deputy has reached Maximum Medical Improvement and cannot return to full duty, a Due Process Hearing shall be scheduled. If a Deputy in a disability status reaches Maximum Medical Improvement, they shall immediately notify the Employer and provide medical documentation

signifying the updated status. Factors that may be considered at the Due Process Hearing include the amount of time spent in disabled status during the two-year calendar and, on a case by case basis, time spent in disabled status' throughout the Deputy's career.

The two-year calendar consists of the current calendar year and the preceding calendar year. When a Deputy reaches two hundred and seventy days of disabled status in a two-year calendar, it will cause a review of the Deputy's work history. The two-year calendar does not include the use of full day accruals or FMLA. The two-year calendar does include each day of the disability and every day of no pay leave for illness reasons that have been granted by the Employer. The Deputy may use his accruals if not eligible for the Short Term or Long Term Disability Programs. Accruals may be used to supplement the salary payments of Short Term Disability, Workers' Compensation, or any other authorized leave that does not provide 100% of the daily salary. A day is not considered part of the two hundred and seventy day count when accruals are used for a full workday. A day is considered as part of the two hundred and seventy day count when accruals are used for a partial workday to supplement Disability Leave.

If the Deputy is on a leave the day prior and the day after a day off, the days off are included in the count of days. At the completion of the two hundred and seventy days, the Deputy shall use any and all of their accruals, for total or partial salary, to supplement insurance payments that equal a defined workday. When accruals are expired, qualifying Deputies shall be placed on a non-paid FMLA status for a total of eighty-four aggregate calendar days. Sick Plan A Deputies are not eligible for Short Term Disability. On personal disabilities, Sick Plan A Deputies shall use their accruals prior to a Disability Leave, except for Light Duty. Sick Plan B Deputies with personal disabilities shall use their Short Term Disability, then Long Term Disability, and may supplement with accruals. While on Short Term Disability or Long Term Disability the Deputy is on the disability calendar. Upon the approval of the Employer, Deputies may be eligible for Light Duty if not receiving Short Term or Long Term Disability benefits.

35.20 On a case by case basis, Workers' Compensation laws, Florida State Retirement rules, Family and Medical Leave Act, Americans With Disabilities Act, Fair Labor and Standards Act, along with any and all other appropriate State and / or Federal laws shall be used to evaluate each disability to provide the best benefit for the Deputy and the Employer.

35.21 The Employer may allow an extension of any of the dates provided herein. Such consideration shall be granted at the discretion of the Employer, and only in situations in which a Deputy has been seriously or permanently injured in the line of duty under extraordinary circumstances, or under situations the Employer deems that a defined extension would be exceptionally beneficial to the Sheriff's Office. The determination by the Employer of what circumstances warrant such an extension to be granted shall be final and binding. Once granted, any extension shall be subject to continuance or curtailment at the discretion of the Employer.

35.22 Deputies may be granted up to three full working days totaling twenty-four hours of absence with pay, in the event of the death of an immediate family member. The immediate family is defined as the Deputy's: spouse, child, mother, father, brother, sister, step-parent, step-child, step-sister, step-brother, grandchild, grandparent, parent-in-law, daughter-in-law, son-in-law, guardian, any other relative living within the Deputy's household, or anyone charged with a parent's rights, duties, and responsibilities (in loco parentis). Bereavement Leave is of a special nature and may not be deferred or converted for any other purpose. It is not charged against any other leave account and is not accumulated. Payment in lieu of Bereavement Leave is not authorized and frequency of use is governed by the necessity.

35.23 Reserve members of the United States Armed Forces shall be entitled to leaves of absence from the Sheriff's Office without a loss of pay grade, Annual Leave, Holiday Leave, Compensatory Leave, Sick Leave, performance ratings, promotional status, retirement privileges, or seniority rights on days they are engaged in training (active or inactive duty orders) or extended active duty under the provisions of the United States

Armed Forces. Deputies shall continue to accrue all benefits and / or leave time during all Military Leave or Extended Active Duty Without Pay periods. Upon return from Military Leave, the Deputy shall return to the same assignment held prior to taking leave provided the assignment has not been eliminated during the leave.

The Employer shall provide qualifying Deputies with seventeen days of paid Military Leave per fiscal year (October 1st through September 30th). Military Leave balances may not be carried over to the next fiscal year. Regular days off, as scheduled by the Employer, shall not be counted as Military Leave days. The seventeen days do not have to be used consecutively and they may be used to attend unit-training assemblies. Leaves of absence for additional or longer periods of time exceeding seventeen days shall be without pay unless the Deputy opts to use accrued Annual, Holiday, or Compensatory Leave for the period of time exceeding the allotted seventeen days of Military Leave. Deputies may use accrued Vacation, Holiday, or Compensatory Leave in lieu of Military Leave to attend duties as described herein. This option must be made prior to taking the leave and may not be done retroactively. Military Leave shall be taken in daily increments commensurate with the Deputy's assigned daily work schedule and shall not be used as a portion thereof.

Deputies who are commissioned reserve officers or reserve enlisted personnel in the United States Armed Forces may, at the Employer's discretion, be granted leaves of absence from their duties when extended active duty or service is ordered during war between the United States and a foreign government. The first thirty days of such leave of absence shall be with full pay and the remainder without pay in accordance with Florida Statute. In this situation, the aforementioned seventeen days shall be used first. Subsequent to the thirty-day period, the Employer shall supplement properly documented deficiencies between the Deputy's pay from the United States Armed Forces and the Deputy's regular rate of pay from the Sheriff's Office if such a deficiency exists. With the exception of the thirty day period during times of war as described herein, payment of wages or salary by the Employer during an absence for military training (annual or weekend) using Military Leave or pay supplements for Extended Active Duty Without Pay periods shall not exceed the amount

which would have normally been earned during the same period had the Deputy not been ordered to military duty.

ARTICLE 36
WORKERS' COMPENSATION AND LIGHT DUTY

36.1 The Employer shall maintain a Workers' Compensation Program for Deputies who are injured in the line of duty in accordance with official directives, Civil Service Rules, 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.

36.2 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 placed in a Light Duty status for periods of fourteen days or less may remain at the District / Division where they are assigned as determined by the Employer. Deputies who are placed in a Light Duty status for a period of fifteen days or more shall be transferred to the Employer's organizational component designated to monitor administrative issues for assignment within the Sheriff's Office.

36.3 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 District / 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. However, Deputies assigned inside a Detention facility may wear the Employer's official

uniforms for identification purposes in non-inmate contact positions as approved by the Employer.

36.4 Subject to the rights of subrogation or set-off by the Hillsborough County government, Deputies shall be entitled to full salary benefits for any time in which the Employer's contracted medical provider for Workers' Compensation claims has placed them in a non-duty status due to a Workers' Compensation qualifying injury. This entitlement shall last for up to one hundred and eighty aggregate days during the twelve-month period commencing on the date of such injury. Beginning on the one hundred and eighty-first day, or after the last day of the twelve-month period, Deputies shall be entitled to only Worker's Compensation salary unless:

- 1) The Deputy opts to supplement the Workers' Compensation benefits by utilizing his accruals to prevent a loss of income; or
- 2) The Deputy meets the requirements of Florida Statute 440.15 (11) entitled Full Pay Status For Certain Law Enforcement Officers.

36.5 While in a Workers' Compensation status, a Deputy's salary and Workers' Compensation benefits shall not exceed the amount of the Deputy's regular salary requirements. The Employer agrees to provide Deputies with assistance by qualified personnel to initiate, process, and / or monitor any Workers' Compensation claim related to a line of duty injury through the Sheriff's Office.

36.6 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 Hillsborough County government as deemed appropriate.

36.7 Time spent to attend Workers' Compensation related treatment of any type does not count as time worked for overtime calculations. Deputies are entitled to thirty minutes travel time to and from their medical appointment in addition to the time actually spent at the appointment. Appointments for treatment of Workers' Compensation conditions are considered duty assignments and subject to disciplinary action for failure to appear without reasonable notice. Deputies are responsible for documenting all Workers' Compensation appointments and / or actions in accordance with the requirements set forth by official directives.

ARTICLE 37
TUITION ASSISTANCE PROGRAM

37.1 The Employer shall maintain an active tuition assistance program for Deputies who have been employed by the Sheriff's Office beyond their initial probationary period in accordance with official directives, Civil Service Rules, and applicable law.

37.2 The Tuition Assistance Program allows non-probationary Deputies to be reimbursed for tuition expenses from approved educational course work. If funding is available, each Deputy may receive up to \$1,500.00, per fiscal year for undergraduate, graduate, and post graduate course work. Newly hired pre-certified Detention Deputies who paid for their corrections academy at their own expense are also eligible to apply for tuition reimbursement.

37.3 In accordance with applicable law, the course work or degree the Deputy is seeking must be designed to enhance general knowledge, skills, or abilities relating to official duties the Deputy presently performs for the Employer. Authorized courses must be those that are either related to the Deputy's current assignment or electives that are needed to complete job related degree requirements. Continuing education classes shall not qualify for reimbursement.

37.4 Tuition assistance for educational expenses does not guarantee leave time for Deputy's to attend independent educational courses. Deputies must arrange to attend course related activities during their off-duty time. The Employer may make reasonable accommodations, based on the Employer's sole determination of operational and / or administrative needs, to assist Deputies in their educational pursuits. Deputies shall not be permitted to use any on-duty time, space, other Sheriff's Office personnel, equipment, or supplies of the Sheriff's Office to fulfill the requirements of their independent course work.

37.5 In order to be eligible for reimbursement, educational courses must be taken at a college, university, or technical school accredited by one of the following entities:

- 1) Southern Association of College and Schools
- 2) Middle States Association of Colleges and Schools
- 3) New England Association of Schools and Colleges
- 4) North Central Association of Colleges and Schools
- 5) Northwest Association of Schools and Colleges
- 6) Western Association of Schools and Colleges
- 7) National Association of Trade and Technical Schools
- 8) Association of Independent Colleges and Schools

37.7 Upon completion of an approved and eligible educational course, the Deputy must complete and submit the required documentation to the Employer within one year of completing the course work to receive reimbursement. The Deputy must have received a grade of “C” or higher for an undergraduate course and a grade of “B” or higher for a graduate course to be eligible for reimbursement. A receipt for the cost of tuition and an official record indicating the Deputy’s grade received for the class must accompany the application.

37.8 The Employer shall continue to participate in the State Career Development Program pursuant to the provisions of Florida Statute 943.22. The State Career Development Program is directed by State Law and apart from any Tuition Reimbursement Program sponsored by the Employer. Both parties agree that should the State alter or cease the program, the Employer shall not be held responsible for continuing the payment of any defined funds.

ARTICLE 38
ANNUAL LONGEVITY INCENTIVE

38.1 The Employer shall provide an Annual Longevity Incentive in accordance with official directives and Civil Service Rules. A Deputy must be employed with the Sheriff's Office at the time the incentive is paid and have actively worked at some point during the respective calendar year to be eligible for the incentive.

38.2 The Employer's payments of Annual Longevity Incentives to Deputies will be based on the following categories of the affected Deputy's continued classified service as defined by Civil Service Rules:

- | | |
|--|----------|
| 1) More than 10 years but less than 15 years shall receive | \$200.00 |
| 2) More than 15 years but less than 20 years shall receive | \$250.00 |
| 3) More than 20 years shall receive | \$300.00 |

38.3 Continued classified service is determined by the Deputy's Benefits Date, which is the date from which the Deputy has unbroken service as a classified employee of Hillsborough County. This date is changed by all disciplinary absences; and, except for absences for military duty, by other unpaid absences of thirty or more days, excluding exceptions as defined by Civil Service Rules.

ARTICLE 39

WAGES

39.1 The Employer shall provide monetary wages to Deputies for the work hours they perform or for their approved compensated leave hours in accordance with official directives, the terms and conditions of this Agreement, Civil Service Rules, and applicable laws.

39.2 The wage ranges commensurate with a Deputy's rank, tenure, and / or classification are determined on an annual basis by the Employer in conjunction with Hillsborough County government. Annual increases to the wages provided by the Employer shall be based on Merit Increases and / or Market Equity Increases as determined by the Employer in conjunction with Hillsborough County government on an annual fiscal year basis. These increases have been defined by fiscal year for the effective dates of this Agreement as described by the Step Pay Plan set forth herein. When the Deputy reaches their anniversary date subsequent to the effective date of this Agreement, the Deputy shall be placed into the Step Pay Plan Level for the applicable fiscal year commensurate with their number of years of continuous service by respective classification and / or rank provided they receive a satisfactory rating or higher rating on their annual performance evaluation. In the event the Deputy's rate of pay exceeds the amount of the Step Pay Plan Level for their tenure when they are initially placed into the Step Pay Plan on their anniversary date, the Deputy will be placed into the closest Step Pay Plan Level that is higher than their existing rate of pay for the applicable fiscal year regardless of tenure. Market Equity increases in wages for Deputies shall be made on October 01st of each applicable fiscal year beginning October 01, 2006, and Merit Increases shall be made on the Deputy's respective anniversary date within the applicable fiscal year. On October 01, 2006, the salary rates of all Deputies whose respective pay range falls within the Step Pay Plan shall be increased to their existing Step Pay Plan Level in the Step Pay Plan that begins on October 01, 2006. On the Deputy's anniversary date subsequent to October 01, 2006, the Deputy will be placed into the next higher Step

Pay Plan Level for the applicable fiscal year provided they receive a satisfactory rating or higher rating on their annual performance evaluation. This process of Market Equity increases and Merit Increases within the Step Pay Plan as defined herein shall only remain in effect during the effective period of this Agreement.

39.3 Eligible Deputies who reached their respective anniversary dates for applicable salary increases between the dates of October 01, 2005, and December 04, 2005, will be placed into the Step Pay Plan in a manner consistent with the terms and conditions of this Agreement utilizing an effective date of December 05, 2005.

39.4 Certain Deputies may have an existing rate of pay that falls above the maximum Step Pay Plan Level for their respective classification and / or rank on the effective date of this Agreement. Those Deputies whose rate of pay exceeds the amount of the maximum Step Pay Plan Level for their respective classification and / or rank prior to being placed into the Step Pay Plan shall retain their existing rate of pay without being placed into the Step Pay Plan and shall be eligible for a Market Equity increase of 3.0% on October 01st of each applicable fiscal year during the effective period of this Agreement.

39.5 Step Pay Plan Level increases are based on an annual performance evaluation as determined by the Employer. Deputies receiving a satisfactory rating or higher shall receive one Step Pay Plan Level increase per year commensurate with the allotted amount specified by the terms of this Agreement until they reach the maximum Step Pay Plan Level for their respective classification and / or rank. Deputies will not be eligible for a Step Pay Plan Level increase if they receive an unsatisfactory rating on their annual performance evaluation. Upon achieving the maximum Step Pay Plan Level for their respective classification and / or rank, Deputies shall advance to the maximum Step Pay Plan Level for their respective classification and / or rank on October 01st of each applicable fiscal year during the effective period of this Agreement.

39.6 Deputies who receive an elevation in rank, suspension, demotion, Workers' Compensation leave of absence, or other qualifying leaves of absence that exceed thirty days may be subject to a change in their annual performance and / or anniversary date as described by official directives, Civil Service Rules, and applicable laws.

39.7 Deputies placed in a defined probationary status who do not successfully complete their probation shall be eligible to return to their previous pay grade and classification with credit for time spent in the respective probationary classification.

39.8 Deputies who request or receive a voluntary or involuntary demotion after successfully completing any applicable probationary periods may be eligible to apply for a lower classification and pay grade with the Employer if such a position is available. Deputies accepting such demotions must qualify for the lower classification and pay grade as described by official directives and Civil Service Rules. When the Employer accepts a Deputy into a lower classification and pay grade due to a voluntary or involuntary demotion, the Employer shall utilize the formula defined by Civil Service Rules to determine the Deputy's rate of pay and tenure within the respective lower classification, based on the Deputy's previous service in a higher classification.

39.9 The Employer agrees that qualifying Law Enforcement Deputies permanently assigned to the Employer's Aviation Section with the primary responsibilities of flying the Employer's various aircraft as a full time pilot or co-pilot will be reclassified as "Sheriff's Pilot" and shall be eligible for the wage range and / or one Step Pay Plan Level increase commensurate with that official Civil Service classification. A qualifying Deputy holding the rank of Law Enforcement Corporal who is permanently assigned to the Employer's Aviation Section as the first line supervisor for the Aviation Section with the primary responsibilities of supervising the overall activities of the Aviation Section and flying the Employer's various aircraft as a full time pilot or co-pilot shall be reclassified as a "Sheriff's Pilot Corporal". The "Sheriff's Pilot

Corporal” shall be eligible for the wage range and / or one Step Pay Plan Level increase commensurate with that official Civil Service classification. Law Enforcement Deputies and / or Deputies holding the rank of Law Enforcement Corporal who are reclassified by the Employer as “Sheriff’s Pilot” or “Sheriff’s Pilot Corporal” through Civil Service shall no longer be eligible for a hazardous duty or flight pay wage supplement. The Employer and the PBA agree the Employer will have no more than one hundred and eighty days from the effective date of this Agreement to complete the reclassification process for the defined Deputies through the Civil Service Board as described herein. Increases in wages resulting from the reclassification process shall begin upon completion of the process and shall not be retroactive to the effective date of the Agreement. In accordance with the terms and conditions of this Agreement, official directives, and Civil Service rules, the Employer retains the sole discretion to determine the selection of Deputies assigned to the Employer’s Aviation Section. A Deputy or Corporal who is newly assigned to the Aviation Section and does not possess the minimum qualifications for “Sheriff’s Pilot” or “Sheriff’s Pilot Corporal” shall receive the established monthly hazardous duty pay or flight pay supplement rather than the Step Pay Plan Level increase until they achieve the minimum qualifications to be formally reclassified as “Sheriff’s Pilot” or “Sheriff’s Pilot Corporal”. A Deputy or Corporal who is newly assigned to the Aviation Section must successfully complete the minimum standards for “Sheriff’s Pilot” or “Sheriff’s Pilot Corporal” within a maximum of one calendar year from their date of assignment or forfeit their assignment in the Aviation Section.

39.10 The Step Pay Plan and Step Pay Plan Levels for the effective dates of this Agreement shall be as follows:

Detention Deputy / Corporal – Effective December 05, 2005

1	2	3	4	5	6	7	8	9	10	11	
16.50	17.13	17.91	18.70	19.49	20.28	21.06	21.85	22.64	23.43	24.42	Hourly
1,386.00	1,438.92	1,504.44	1,570.80	1,637.16	1,703.52	1,769.04	1,835.40	1,901.76	1,968.12	2,051.28	Biweekly
36,036.00	37,411.92	39,115.44	40,840.80	42,566.16	44,291.52	45,995.04	47,720.40	49,445.76	51,171.12	53,333.28	Annually

1	2	3	4	5	6	
23.18	23.95	24.72	25.49	26.32	27.27	Hourly
1,947.12	2,011.80	2,076.48	2,141.16	2,210.88	2,290.68	Biweekly
50,625.12	52,306.80	53,988.48	55,670.16	57,482.88	59,557.68	Annually

Detention Deputy / Corporal – Effective October 01, 2006

1	2	3	4	5	6	7	8	9	10	11	
16.91	17.32	17.98	18.81	19.64	20.46	21.29	22.12	22.94	23.77	25.15	Hourly
1,420.44	1,454.88	1,510.32	1,580.04	1,649.76	1,718.64	1,788.36	1,858.08	1,926.96	1,996.68	2,112.60	Biweekly
36,931.44	37,826.88	39,268.32	41,081.04	42,893.76	44,684.64	46,497.36	48,310.08	50,100.96	51,913.68	54,927.60	Annually

1	2	3	4	5	6	
23.75	24.33	25.14	25.96	26.77	28.09	Hourly
1,995.37	2,044.04	2,112.17	2,180.30	2,248.44	2,359.56	Biweekly
51,879.56	53,144.91	54,916.41	56,687.90	58,459.40	61,348.56	Annually

ARTICLE 40
PARKING REIMBURSEMENT PROGRAM

40.1 The Employer shall provide a Parking Reimbursement Program for eligible Deputies who incur the cost of private parking in or about the area of their designated full time work assignment at the main Hillsborough County Courthouse in accordance with official directives and Civil Service Rules.

40.2 The Employer shall identify the organizational components within the Sheriff's Office that are eligible for reimbursement of private parking expenditures by Deputies assigned full time to such organizational components. Eligible Deputies must submit the required documentation and a legible receipt and / or affidavit to receive the approved parking reimbursement amount from the Employer, which shall not exceed the monthly rate established by the Hillsborough County Parking Garage per month for each eligible Deputy. If the eligible Deputy's private parking expenditures are less than the maximum allotment as defined herein, the Deputy shall only be reimbursed by the Employer for the actual amount paid.

ARTICLE 41
TAKE HOME VEHICLE PROGRAM

41.1 The Employer shall provide a Take Home Vehicle Program for Deputies in accordance with official directives and Civil Service Rules. The Employer will assign vehicles to Deputies for the purpose of providing optimal service to the community at the lowest operating cost available through proper management of fleet resources. The Take Home Vehicle Program shall remain a mandatory subject of collective bargaining and subject to the rights and / or privileges contained in this Agreement.

41.2 The Employer shall provide equipment for each Deputy's take home vehicle that is consistent with their respective assignment as described herein. Marked patrol vehicles shall be minimally equipped with identifying exterior graphics, emergency lighting, audible siren, mounted spotlights, power windows, power locks, communication radio, interior protection cages where feasible, and shotgun / rifle racks for qualified Deputies who are authorized to carry such approved weaponry. Unmarked vehicles shall be minimally equipped with emergency lighting, audible siren, and a communication radio. The Employer retains the right to equip covert or special use vehicles in any manner required for operational or administrative needs, as determined by the Employer.

41.3 The take home vehicle privilege, for those Deputies qualified by official directive, shall also include the use of take home vehicles to their primary residences to contiguous counties outside the geographical limits of Hillsborough County in accordance with official directives. Fees associated with out of County take home vehicle usage will be assessed by the Employer and reimbursed by the affected Deputy in a manner consistent with official directives and / or applicable rates set forth by State and / or local government.

41.4 The Take Home Vehicle Program provides for off-duty use of the Employer's vehicles by authorized Deputies because they augment the on-duty Deputies. Augmentation occurs when Deputies are operating their Sheriff's Office vehicles off-duty. Deputies operating Sheriff's Office vehicles off-duty are subject to respond to all on sight emergency situations identical to on-duty deputies. Deputies are required to help on-duty Deputies who are in need of immediate assistance and for aid to stranded motorists. Deputies are also are subject to immediate call-out from their homes during periods of civil unrest, natural disasters, or other necessary situations as determined by the Employer.

41.5 Deputies shall be responsible for full compliance with the Employer's directives pertaining to take home vehicle use and operation at all times. Nothing contained in this Article shall preclude the Employer's right to temporarily remove a Deputy's take home vehicle privilege as a result of:

- 1) Incidents involving misconduct or misuse.
- 2) Administrative processes relating to injury, leave, disciplinary matters, illness, fitness for duty; or
- 3) Other provisions set forth in this Agreement or official directives. Such temporary removal of a Deputy's take home vehicle privilege shall not be made unreasonably.

41.6 During times of actual or impending natural disasters, manmade disasters, civil unrest, terrorist events, or other events having a significant impact on the operational needs of the Employer, the Employer may temporarily restrict, remove, or otherwise modify the Take Home Vehicle Program privilege to ensure availability of the Employer's vehicle fleet, fuel, and / or other associated fleet related resources for operational needs to protect and serve the public.

ARTICLE 42

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

42.1 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.

42.2 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 43
DURATION, MODIFICATION, AND TERMINATION

43.1 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, 2007. 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 Hillsborough County Sheriff's Office and the West Central Florida Police Benevolent Association, Incorporated, agree to the terms and conditions of the provisions set forth herein on behalf of their respective organizations.

Mr. Jim Diamond III, Vice President
West Central Florida Police Benevolent Association, Incorporated

DATE: _____

Witness

DATE: _____

David Gee, Sheriff
Hillsborough County Sheriff's Office

DATE: _____

Witness

DATE: _____