

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MARTIN COUNTY SHERIFF'S OFFICE

AND

**PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION, INC.**

CORRECTIONS

October 1, 2010

through

September 30, 2012

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PREAMBLE

This Agreement is primarily intended to promote the interests of the members of the public who are served by MCSO. It is contemplated that this Agreement will serve the public interest by ensuring that members of the bargaining unit will at all times be responsive to and make every reasonable effort to carry forward the Sheriff's activities and functions and will accept and execute all lawful instructions given to them. Further, this Agreement defines the Sheriff's obligations to the Union and members of the bargaining unit, thus avoiding disputes due to misunderstandings, as well as by providing a procedure for the resolution of any claims that the Agreement has been violated.

ARTICLE 1
RECOGNITION

Section 1

The Martin County Sheriff (hereinafter referred to as the Sheriff or MCSO) recognizes the Palm Beach County Police Benevolent Association (hereinafter referred to as the PBA or the Union) as the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission in Certification No. 1471, to include all full time certified deputy sheriffs in the Department of Corrections employed by the Sheriff.

Section 2

The Sheriff will not be called upon to recognize the PBA as agent for any of its employees other than those included in the certified units mentioned above, in the absence of a new PERC certification. When any new job classification is created, the Sheriff will notify the Union. Any dispute as to an individual employee's status or any new classification status as being included or excluded from the bargaining unit will be resolvable through normal legal procedures, and not through the contractual grievance procedure.

Section 3

The Sheriff shall send formal notices and communications involving collective bargaining to:

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

ARTICLE 2

MANAGEMENT RIGHTS

Section 1

- A. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the Sheriff prior to this Agreement are retained by the Sheriff.
- B. Nothing in this Agreement shall be construed so as to limit or impair the right of the Sheriff to exercise his sole and exclusive discretion on all the following matters, providing such exercise is consistent with the law and the express terms of this Agreement:
1. To manage the Sheriff's Office and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
 2. To determine the purpose and functions of the Sheriff's Office in its constituent divisions, bureaus, units or otherwise separated classifications.
 3. To perform those duties and exercise those responsibilities which are assigned and/or required by the Sheriff pursuant to applicable federal and state law, regulations, or other appropriate authority.
 4. To determine and adopt the policies and programs, standards, rules and regulations determined by the Sheriff to be necessary for the operation and/or improvement of the Sheriff's Office, and to

select, manage and direct management, administrative, supervisory and other personnel.

5. To alter or vary past practices and otherwise to take such measures as the Sheriff may determine to be necessary to maintain order and efficiency relative to both work force and operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this Agreement.
6. To set methods, means of operations and standards of services to be offered by the Sheriff's Office and to contract such operations/services to the extent deemed practical and feasible by the Sheriff in its sole discretion.
7. To determine and re-determine job content, work load and work force size.
8. To decide the number, location, design, and maintenance of the Sheriff's Office's facilities, supplies and equipment. To relocate, remodel, or otherwise revise operations and facilities as may be deemed necessary by the Sheriff.
9. To determine qualifications of all employees employed by the Sheriff's Office. To select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the Sheriff's Office consistent with the existing provisions of law and this Agreement.
10. To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of individual ability, based on examination, performance evaluation,

special skills, classifications, and other related elements at the discretion of the Sheriff consistent with this Agreement.

11. To increase, reduce, change, modify or alter the size and composition of the workforce.
12. To establish, change or modify the number, types and grades of positions, employees assigned to a division, bureau, unit or project of the Sheriff.
13. To determine the extent of the Sheriff's operations. To determine when any part of such operation shall function or be halted and to determine when, where and to what extent operations/services shall be increased or decreased, contracted inter-governmentally, subcontracted, continued or discontinued.
14. To establish, change or modify employee duties, tasks, responsibilities or requirements.
15. To make, issue, publish, modify and enforce policies, procedures, rules and regulations as the Sheriff may reasonably deem appropriate. The Sheriff will act in accordance with law and this Agreement on such matters.
16. To determine the organization of the Sheriff's Office.
17. To determine the purpose and/or need of any subdivision of the Sheriff's Office.
18. To set standards for services to be offered to the public.
19. To determine the number of employees to be employed by the Sheriff.

20. To establish, implement, and maintain an effective internal security practice.

- C. The Sheriff has sole authority to determine and re-determine the purpose and mission of the Sheriff's Office.
- D. The Sheriff has the sole, exclusive right to direct the managerial, supervisory and administrative personnel to perform any task in connection with the operation of the Sheriff's Office, whether or not normally performed by the employees within the bargaining unit.
- E. The selection process and assignment of personnel outside of the bargaining unit is the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this Agreement.
- F. The PBA recognizes that the Sheriff has certain obligations to comply with federal, state, and local laws, ordinances, regulations, directives and guidelines that may be applicable to such matters as affirmative action, equal employment opportunities, etc., and shall cooperate in such compliance. Such matters shall not be subject to the grievance and arbitration procedures provided in this Agreement.
- G. The Sheriff shall have the right, during the term of this Agreement, to terminate selected services and/or operations permanently.
- H. Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain in full force and effect unless changed, modified, or deleted by the Sheriff. Final authority to change, modify or delete any rule or regulation rests with the Sheriff.

- I. It is expressly understood by and between the parties to this Agreement that the Sheriff shall not be deemed to have waived or modified any of the rights reserved to the Sheriff under this Article by not exercising said rights in a particular matter or in a particular manner.
- J. Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the Sheriff, as provided by law.
- K. Nothing in this Agreement shall limit the Sheriff in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated. The Sheriff can exercise only those managerial functions that do not violate or abridge this Agreement.
- L. The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by him is in violation of the express written terms of this Agreement.
- M. In the exercise of the above-enumerated rights, the Sheriff recognizes its obligations to bargain if the law so requires over such rights or decisions that alter, modify, or impact hours, wages, and terms and conditions of employment of bargaining unit employees.
- N. All other rights to manage the Sheriff's Office and the operations, functions, and purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the Sheriff.

ARTICLE 3

NON-DISCRIMINATION

Section 1

The Sheriff and the PBA agree that neither party will discriminate or interfere whatsoever with the right of any employee covered by this Agreement to belong or not belong to the PBA. No bargaining unit employee will be discriminated against by MCSO for engaging in authorized activity, as required by this Agreement, on behalf of the PBA.

Section 2

No bargaining unit employee will be discriminated against on the basis of age, race, creed, color, national origin, sex, disability, marital status or religion. However, the parties also recognize that MCSO has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by the State of Florida and the federal government. Accordingly, it is agreed that allegations of employment discrimination prohibited by this Article cannot be processed through the contractual grievance procedure.

ARTICLE 4

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed that there is a procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this Agreement.

Section 2

For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of some express provision(s) of this Agreement which is subject to the Grievance Procedure.

Section 3

A. Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance to the next level.

B. The commencing of legal proceedings against the Sheriff in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the grievance and arbitration procedure contained in this Article and any grievance that has already been filed over the same subject will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement. It is the intent of both parties that the same relief not be heard under both the Arbitration Procedure and before PERC or a court or any administrative agency or body.

Section 4

All grievances must be in writing and must contain the following information:

- (1) Article(s) and Section(s) of the Agreement alleged to have been violated;
- (2) A general statement of the grievance, including facts, dates and times of events and the remedy or adjustment desired;
- (3) Signature of aggrieved employee or the Union representative and date signed.

Section 5

Grievances shall be processed in accordance with the following procedures:

STEP 1: The grievant or PBA shall present in writing his/her grievance to the employee's immediate supervisor within fourteen (14) calendar days of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall reach a decision and communicate in writing to the grievant within fourteen (14) calendar days from the date the grievance was presented to him/her. Failure of the

supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

STEP 2: If the grievance is not settled at the first step, the grievant or PBA within fourteen (14) calendar days of the answer in Step 1, or if no answer was received under Step 1, within fourteen (14) days of the date the answer was due, may appeal the grievance to the appropriate Captain. The Captain or designee may investigate the alleged grievance and may, within fourteen (14) calendar days of receipt of the written grievance, conduct a meeting between the Captain, other Sheriff's representatives as necessary, the grievant and/or the grievant's Union representative. The Captain shall notify the aggrieved employee of a decision no later than fourteen (14) calendar days following the submission of the grievance at Step 2. Failure of the Captain to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3.

STEP 3: If the grievance is not settled in Step 2, the grievant or PBA within fourteen (14) calendar days of the answer in Step 2, or if no answer was received under Step 2, within fourteen (14) calendar days of the date the answer was due, may appeal the Step 2 answer to the Sheriff. The Sheriff or designee, may investigate the grievance as appropriate and may, within fourteen (14) calendar days of receipt of the written grievance, conduct a hearing or meeting between the Sheriff, other MCSO representatives as needed, the grievant and/or the grievant's Union representative. The Sheriff shall notify the grievant in writing of a decision not later than fourteen (14) calendar days following the submission of the grievance at Step 3. Failure of the Sheriff to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 4.

STEP 4: If a grievance has not been satisfactorily resolved within the grievance procedures, the PBA may, within fourteen (14) calendar days after the response is received at Step 3 of the Grievance Procedure, request a panel of seven arbitrators from the Federal Mediation and Conciliation Service (“FMCS”). A copy of the written request will be provided to the Sheriff who will be referred to as the MCSO representative on the request form.

Section 6

Upon receipt of the list, each party shall alternate striking arbitrators, beginning with the party who requested the arbitration panel. The last remaining arbitrator shall hear and rule upon the grievance. The parties can mutually agree to change to the American Arbitration Association during the term of the contract. Either party may strike an entire panel.

Section 7

The following general rules are applicable to this Article:

A. The PBA may abandon or settle a grievance. Grievances settled under this Article shall be non-precedent setting and cannot be offered as evidence or precedent in any subsequent arbitration case unless the Union and the Sheriff mutually agree in writing that the grievance is precedent setting.

B. No grievance can be amended or supplemented after the initial management response at Step 1 without the written consent of the Sheriff.

C. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.

D. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage, unless the arbitrator is specifically empowered to do so by both parties.

E. The arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Sections 2 and 4 above.

F. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a Submission Agreement, if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 1 of this Agreement.

G. Unless the parties agree in writing to the contrary, only one grievance may be submitted to an arbitrator at any one hearing; however, it is agreed that grievances effecting two (2) or more members, arising out of the same facts, may be filed by the PBA as a group grievance.

H. Upon request, the arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the suit has terminated in the trial court.

Section 8

The arbitrator's decision shall be final and binding on the Union and on all bargaining unit employees and on the Sheriff, provided that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction and authority as set forth in this Agreement.

Section 9

Each party shall bear the expense of its own witnesses and its own representatives, except on duty employees may be on call to appear. The arbitrator's bill shall be equally shared by the parties. Expenses of obtaining a hearing room, if any, shall be equally divided between the parties.

Section 10

The parties may agree in writing that with respect to any arbitration that there will be no transcript of the proceeding and/or no post arbitration briefs.

ARTICLE 5

PROBATIONARY PERIOD

Section 1

The standard probationary period for all bargaining unit employees shall be twelve (12) months from the date of hire or six (6) months from the date of promotion. With respect to new hires, any time spent out of work or on modified duty for any reason, including a worker's compensation injury, shall be deducted from the twelve (12) months, thus extending probation.

Section 2

Prior to the expiration of the time period as outlined in Section 1, the Sheriff will make a final decision on retention of the employee in a regular status position. The failure of an employee to pass or complete probation shall not be appealable to any authority, nor shall such be subject to the grievance procedure contained in this Agreement; however, an employee who fails to pass a promotional probation period shall be returned to his prior position.

ARTICLE 6

BASIC WORKWEEK AND OVERTIME

Section 1

Employees will continue to be paid in accordance with the current pay cycle. Employees will be paid overtime in accord with the Fair Labor Standards Act, as amended, or as otherwise provided in this agreement. Authorized PBA time pool, taken during the member's regularly scheduled work hours, shall be considered time worked.

Provision shall be made to give bargaining unit members an opportunity to have a meal break, unless circumstances dictate otherwise.

Section 2

Compensatory time is time earned at the same rate the employee would receive if he/she were being paid i.e., if pay would be at the overtime rate then compensatory time is accrued at time and one half time; if pay would be straight time then compensatory time, in lieu of pay, is accrued at straight time. The choice of compensatory time or overtime pay shall be at the bargaining unit member's option. The accrual of compensatory time off may not exceed forty (40) converted hours. Upon separation from Martin County Sheriff's Office, the bargaining unit member shall be paid for all approved accrued, unused compensatory time at the bargaining unit member's then existing rate. Once the forty (40) converted hours compensatory time maximum accrual has been reached, bargaining unit members required to work overtime shall be paid overtime at the rate of one and one-half times their regular rate of pay. Time worked outside of an employee's regular Division cannot be earned as compensatory time, unless otherwise approved by their Department Director.

Section 3

Bargaining unit members may be required to work overtime both scheduled and unscheduled. To the extent reasonable and appropriate, under the circumstances as determined by the Sheriff or his designee, overtime will be distributed equitably among bargaining unit members in their particular job classification in organizational units, as work permits.

Section 4

Payment for earned overtime shall be made in the pay period immediately following the period in which the overtime was submitted to Finance.

Section 5

Once a year, in September, or any other time mutually agreeable to the parties, the Sheriff shall have the right to buy back accrued compensatory time of bargaining unit members.

Section 6

The Sheriff will continue to maintain the following work schedules which will not be altered without giving at least sixty (60) days notice during which time the Sheriff agrees to bargain the impact of any such changes with the PBA. The schedules for specialized units may be modified as needed. Such modifications are not subject to impact bargaining.

- Corrections Operations (5/2 – 5/3 Rotation)

Section 7

Notwithstanding the varying work schedules established herein, all disciplinary suspensions shall be effected upon the basis of an eight (8) hour "day". Accordingly, for example, a two (2) day suspension shall mean 16 hours without pay.

If a bargaining unit member is assigned to work shifts longer than 8 hours, any portion of a shift remaining after serving the suspension may be worked by the member, or subject to the member's use of compensatory time or accrued annual leave at the discretion of the bargaining unit member. For example: if a bargaining unit member works ten (10) hour shifts and is suspended for one (1) day, the member is suspended for 8 hours and may choose to work the remaining two (2) hours, or may choose to utilize two (2) hours of compensatory time or annual leave. The hours to be worked shall be determined by the Sheriff. Neither compensatory time nor annual leave shall be denied for the purpose of completing a shift or portion thereof remaining after serving a suspension.

ARTICLE 7

COMPLIANCE WITH RULES AND REGULATIONS

Section 1

All sections of MCSO's Personnel Rules and Regulations, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Personnel Rules and Regulations and the Agreement, in which case this Agreement shall apply. Reasonable rules and regulations, not in conflict with this Agreement, shall be formulated and implemented by the Sheriff as deemed necessary for the operation of the MCSO.

Section 2

The Sheriff shall have the right to promulgate any reasonable rule, policy or procedure not in conflict with this Agreement.

ARTICLE 8
DUES DEDUCTION

Section 1

During the term of this Agreement the Sheriff will deduct PBA dues and other authorized deductions in an amount established by the PBA and certified in writing by the PBA to the Sheriff, from employee's pay for those employees who individually make such request on the deduction form provided by the PBA. Such deductions will be made by the Sheriff when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the Sheriff.

Section 2

The PBA shall advise the Sheriff of any increase in dues or other authorized deductions in writing at least sixty (60) days prior to its effective date.

Section 3

This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

The Sheriff will not be required to process Dues Deductions Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the Sheriff more than sixty (60) days following the date of the employee's signature.

Section 4

Deductions of dues and other authorized deductions shall be remitted exclusively to the Palm Beach County Police Benevolent Association by the Sheriff within thirty (30) days after the deductions are made, or as soon as practical thereafter, along with a list containing the names of the employees from whom the remittance is made.

Section 5

In the event an employee's salary earnings within any pay period are not sufficient to cover dues and any other authorized deductions, it will be the responsibility of the PBA to collect its dues and uniform assessments for that pay period directly from the employee.

Section 6

Deductions for PBA dues and other authorized deductions shall continue until either: (1) revoked by the employee by providing the Sheriff and PBA with thirty (30) days written notice that the employee is terminating the prior checkoff authorization; (2) revoked pursuant to Section 447.507 Florida Statutes or (3) the termination of employment. If these deductions are continued when any of the above situations occur, the PBA shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

ARTICLE 9

STRIKE PROHIBITION AND WORK REQUIREMENTS

Section 1

The Union will not, under any circumstances or for any reason, call, encourage, authorize, ratify or engage in any strike, slowdown, concerted abuse of sick leave, unauthorized picketing, or other interruption of work of any kind against MCSO. The Union will also not engage in such activities in sympathy for or in support of any other employees or union. The Union shall be responsible for any act alleged to constitute a breach of this Article if the Union or any of its authorized officers instigated, authorized, condoned, sanctioned or ratified such action. "Unauthorized picketing", as used herein, shall mean any action which has the effect of preventing employees from reporting to or continuing work.

Section 2

The bargaining unit employees will not, under any circumstances or for any reason, call or encourage any strike, slowdown, concerted abuse of sick leave, unauthorized picketing or any other interruption of work. The bargaining unit employees will not engage in such activities in sympathy for or in support of any other employees or union.

Section 3

Any alleged violation of this Article shall be resolved in a court of competent jurisdiction and shall not be subject to the grievance and arbitration procedure under this contract.

ARTICLE 10

LAYOFFS

Section 1

In the event of a reduction in force the Sheriff will consider a number of relevant factors in determining selections for layoff, the public interest being of prime importance.

Factors to be considered include:

1. Seniority, as defined in Article 36.
2. Special Training / Certifications
3. Employee's performance and/or disciplinary record for the past two (2) years.

As between two employees, if two and three above are relatively equal, then seniority shall prevail.

Section 2

Individual bargaining unit employees will be recalled in reverse order. No new bargaining unit employees will be hired by the Sheriff unless laid off members of the bargaining unit are offered recall. This recall procedure will be effective for a period of thirteen (13) months from the date of their layoff. All individuals recalled may be subject to pre-employment testing in accordance with Human Resources personnel processing procedures.

ARTICLE 11

GENERAL PROVISIONS

Section 1

The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and fitness of the applicants. The Sheriff shall fill a vacant position with the applicant who, in his judgment, is most qualified and best fits the needs of the Sheriff to perform the duties as described in the class specification, position description, and other documents describing the position. The Sheriff will promulgate testing and selection criteria after consulting with the Union and receiving its input.

Section 2

Anytime the Sheriff has the right to take an action or an obligation to do so, the Sheriff may utilize a designee. While the Sheriff is referred to in many Articles, nothing in this Agreement shall be construed to imply that an employee should or can violate the established chain of command.

Section 3

The assignment or reassignment of an employee on a temporary or permanent basis shall remain the prerogative of the Sheriff and the exercise of this right is not subject to the provisions of Article 4. With respect to temporary assignments (21 working days or less) the department will give as much notice as possible. With respect to permanent reassignments, the department shall give at least ten (10) working days notice unless the parties agree to lesser notice. Schedules shall not be modified in any given work week for the purpose of avoiding overtime or premium rates of pay.

Section 4

Where his, he or him is used herein it is for convenience and not reflective of gender.

ARTICLE 12

PERFORMANCE EVALUATIONS

Section 1

Performance evaluations shall ordinarily be made by the employee's immediate supervisor who shall be responsible for the annual evaluation of the employee. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the next higher level administrator. The Sheriff shall have final authority to modify and/or approve all evaluations.

Section 2

The employee shall be provided with the information regarding the basis of the evaluation. Performance ratings shall be based on an analysis of the employee's actual job performance.

Section 3

Where a non-probationary employee does not meet performance standards, the Sheriff shall develop a performance plan intended to correct performance deficiencies. Evaluations are not subject to the procedures in Article 4, except that unsatisfactory evaluations may be grieved.

Section 4

Employees who receive an unsatisfactory rating in any category will be placed on a ninety (90) day corrective period, which will be reflected on a Training/Counseling report. If, at the conclusion of ninety (90) days, the performance problem(s) has been corrected the employee will receive a satisfactory rating. If satisfactory performance is not achieved he/she shall be placed on an additional ninety (90) day corrective period and subject to disciplinary measures. If at the conclusion of the second ninety (90) day

corrective period satisfactory rating is achieved the employee will receive a satisfactory rating. If a satisfactory rating is not achieved, the employee will be subject to further disciplinary measures.

ARTICLE 13

CONFLICTS OF INTEREST AND OUTSIDE ACTIVITY

Section 1

On the effective date of this Agreement, any employee who is performing employment outside of MCSO shall notify the Sheriff of such employment.

Section 2

If an employee anticipates accepting employment outside of MCSO, the employee shall notify the Sheriff of such outside employment prior to the date of employment and verify that such employment does not conflict with the employee's employment with the Sheriff or with applicable laws or rules. Should such conflict(s) exist, the outside employment shall not be approved.

Section 3

The Sheriff may make reasonable inquiries of the employee to ensure that the employee's employment outside of MCSO does not constitute a conflict of interest or interfere with the employee's primary duties.

Section 4

Employees are not permitted to wear their uniform and/or use their MCSO property during outside employment or any other non-agency related purpose unless they have received prior approval from their Department Director or designee.

ARTICLE 14

COURT APPEARANCES

Section 1

Any bargaining unit member who is required to appear as a witness in court, court-related or other legal or administrative proceedings as a result of their employment with MCSO shall be entitled to the following:

- A. Regular pay if called to testify during regularly scheduled work hours.
- B. Employees shall receive a minimum of three (3) hours, including travel time, if called to testify, give a deposition, appear in court, present a case to the State Attorney's Office, or any other official legal or administrative proceeding or action, outside the bargaining unit member's regular hours of work. Time will be computed from 30 minutes prior to the appearance time or subpoena time.
- C. If a bargaining unit member is required to appear more than once a day he will receive an additional two (2) hour guarantee if the second appearance is at least one (1) hour after the end of the first three (3) hours minimum or actual hours worked beyond the three (3) hour minimum. If the second appearance falls within the three (3) hour minimum it will be paid as continuous time. Time will be computed from 30 minutes prior to the appearance time or subpoena time.
- D. Any witness, mileage or other fees paid to the member will be turned over to the MCSO.

Section 2

A bargaining unit member subpoenaed to appear as a witness in a case involving their prior employment with a law enforcement agency will be allowed time off with pay for this purpose if otherwise scheduled to work. Adequate prior notice must be provided by the bargaining unit member. If a MCSO vehicle is approved and utilized, any witness, mileage or other fees paid to the member will be turned over to the MCSO.

Section 3

Time off to respond to a subpoena to appear as a witness in a case related to a bargaining unit member's personal affairs will be at the bargaining unit member's own expense (vacation or approved unpaid leave). Adequate prior notice must be provided by the bargaining unit member to his/her command.

ARTICLE 15

UNIFORMS AND EQUIPMENT

Section 1

All employees required to wear uniforms by the Sheriff shall receive a standard issue of uniforms (winter and summer) and uniform accessories consistent with MCSO Policy and Procedure Manual, and may request replacement of such uniforms as needed. Requests for replacement of uniforms shall be honored in a timely fashion and not unreasonably denied.

Section 2

All bargaining unit members required to wear shoes meeting MCSO standards and subject to MCSO approval shall receive a \$125.00 shoe allowance on their anniversary date. New hires will receive this supplement on their anniversary date following their initial probationary period.

ARTICLE 16

REPLACEMENT OF PERSONAL PROPERTY

Section 1

An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch, prescription eyewear, sunglasses or such other items of personal property as have been given prior approval by the Sheriff as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed.

Section 2

Specific Reimbursement Allowances and Approvals.

- A. Upon proper documentation by the employee of the amount expended, the Sheriff shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:
 - 1. Watch - \$75;
 - 2. Prescription eye wear - \$200 (including any required examination);
 - 3. Other items – The Sheriff shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear.
- B. Such reimbursement shall be with the approval of the Sheriff. Approval shall not be unreasonably withheld.

ARTICLE 17

TOTALITY OF AGREEMENT

Section 1

The Sheriff and the PBA acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the Sheriff and the PBA thereby are set forth in this Agreement between the parties for its duration.

Section 2

The Sheriff and the PBA, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. The Sheriff agrees to meet with the Union on substantive issues with reasonable notice.

Section 3

Modifications. Nothing herein shall preclude the Sheriff or the PBA from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

ARTICLE 18

SAVINGS CLAUSE

If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 19
ANNUAL LEAVE

Section 1

During the term of this Agreement the following Annual Leave shall be granted to all bargaining unit members based upon their years of continuous service with the Sheriff as follows:

<u>Years of Service</u>	<u>Hours of Annual Leave Accrued Monthly</u>
0 – 5 years	6.66 hours
5 + years	10.00 hours
10 + years	10.67 hours
11 + years	11.33 hours
12 + years	12.00 hours
13 + years	12.66 hours
14 + years	13.33 hours
15 + years	13.33 hours
16 + years	14.00 hours
17 + years	14.67 hours
18 + years	15.33 hours
19 + years	16.00 hours
20 + years	16.67 hours

A. The employees' paychecks shall reflect the current annual leave balances as of the last payroll cut-off date.

B. Employees will be eligible to use annual leave after six (6) months of employment and successful completion of Field Training. Newly hired

employees may use a maximum of forty (40) hours annual leave during their first year of employment.

- C. Any employee who has sustained an injury in the line of duty and who has time previously scheduled which falls within the period of disability shall be entitled to reschedule the vacation time after returning to duty. It is the intent of the parties that any previously scheduled vacation time falling within a period of disability incurred in the line of duty shall not be forfeited or otherwise expended due to the unforeseeable circumstance of the injury.
- D. Members will schedule their vacations and time off with their supervisors as far in advance as possible. (In cases of a scheduling conflict between two or more members, their respective seniority and performance record will be taken into consideration by the supervisor responsible for resolving the conflict). All annual leave must be approved by the Sheriff.

Section 2

Supervisors may allow members off for annual leave as long as the manpower standards, as determined by the Division Commander, are maintained.

Section 3

Members shall be able to maintain a maximum of twenty four (24) months worth of accrued annual leave at their current yearly rate.

ARTICLE 20

FIELD TRAINING OFFICERS

Section 1

Field Training Officers shall complete a FDLE-CJSTC approved Field Training Officer's Course. To be eligible for selection as a Field Training Officer ("FTO"), a bargaining unit member additionally must have completed no less than two (2) years of full-time corrections service, at least one (1) year of which is with the MCSO and have satisfactory ratings in all areas of the member's last performance evaluation. The Sheriff may include additional job-relevant requirements and will determine the selection process for the assignment of FTO's.

Bargaining unit members must complete the certification process as Field Training Officers (FTO's) and must be designated as an FTO by the Sheriff before they will receive a five (5%) percent increase to their base salary. FTO's will continue to receive the increase even when no active training is taking place. Employees no longer assigned as an FTO will not receive the five (5%) percent increase.

ARTICLE 21

VACANT

ARTICLE 22

COMMUNICATIONS POLICY

Section 1

In order to maintain an efficient working relationship, the PBA Lead Representative or designee shall be placed on the emergency contact list maintained by the MCSO Department of Corrections Central Control. In those cases in which a bargaining unit member requests a PBA representative to respond or be contacted and the affected party is unable to make such notifications, the MCSO Department of Corrections Central Control, upon request, will attempt to make such contact.

Section 2

The PBA will provide the MCSO with the necessary information to facilitate compliance with this Article.

ARTICLE 23

PBA REPRESENTATIVE AND UNION BUSINESS

Section 1

The Sheriff recognizes the right of the PBA to designate PBA representatives as it deems appropriate.

Section 2

The Sheriff and PBA agree that it is the best interest of all parties to expedite whenever possible the resolution of grievances, internal investigations and contractual issues. In order to accomplish this goal, the Sheriff and PBA will work together and meet periodically to address issues of mutual concern. Such meetings shall not interfere with MCSO operations or service provided to the community. On duty PBA members shall not participate in political activity or attend PBA meetings.

Section 3

The Sheriff agrees to establish a PBA Time Pool. Each PBA member shall contribute two (2) hours of their annual leave to the PBA Time Pool on an annual basis. These contributions will be deducted from the member's accrued leave and reflected on the October pay check. Donated PBA members' time will be carried over from year to year. The MCSO Financial Services Section bi-annually shall provide the PBA lead representative with the current balance of hours in the PBA Time Pool.

Section 4

Hours from the PBA Time Pool may be utilized by the PBA representatives to attend PBA meetings, PBA approved training classes, arbitrations or other union related business. PBA members may be authorized to use hours from the PBA Time Pool upon authorization from the PBA lead representative. PBA representatives will fill out the standard MCSO Notice of Time Earned/Used Form to request use of hours from the

PBA Time Pool. The request will be submitted to the member's supervisor who will use the same guidelines as used for annual leave. However, requests received in a timely fashion for PBA time pool to be used for negotiations with the Sheriff will not be unreasonably denied.

Section 5

The PBA shall provide MCSO a current listing of designated representatives including lead representatives who are authorized to approve time pool usage. Any time there is a change in the designated/lead representative(s) the PBA shall notify the Sheriff within ten (10) calendar days.

ARTICLE 24

BULLETIN BOARDS

Section 1

The Sheriff shall provide dedicated bulletin board space located within the Headquarters Building, Sub-Stations, Divisions, and off-site locations for the PBA to post notices related to official PBA business. The location of these bulletin boards shall be in areas commonly used to post information for corrections personnel, and easily accessible to the membership.

Section 2

These bulletin boards shall be used for posting authorized Union notices, but restricted to the following:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections and results of such elections.
- C. Notices of Union appointments and other official Union business.
- D. Notices of Union meetings.

Copies of all notices to be posted on the bulletin board shall be signed and dated by the authorized PBA representative and sent to the Sheriff at least forty eight (48) hours before posting or less if approved.

ARTICLE 25

SICK LEAVE

Section 1

Bargaining unit members shall accrue sick leave at the rate of eight (8) hours monthly. There shall be no limit as to the amount of sick leave that members can accrue. Sick leave shall accumulate during absences because of illness, injury (including workers compensation), military leave, educational leave and annual leave. Employees utilizing the sick leave pool or who are on unpaid leave of absence do not accrue sick leave.

Section 2

Sick leave may be used at any time by a member when they are unable to report for duty by reason of personal illness, family illness (immediate family), medical treatment or disability. Immediate family is defined as spouse, children, mother, father, brother, sister, grandparents, father-in-law, and mother-in-law or other family as authorized by the Sheriff.

The minimum period of absence to be charged to sick leave will be one (1) hour. Time in excess of one (1) hour will be rounded off to the nearest half hour.

In the event that a holiday occurred while a member, who does not work a rotating schedule, is on sick leave, the member will not be charged sick leave for that day, provided the member was scheduled to be off.

Members working rotating schedules who are on sick leave during a holiday will be charged sick leave for that day, and will receive compensation for the holiday.

A member on annual leave, who requires hospitalization due to a sickness or injury, may change such period to sick leave.

Section 3

Members shall follow procedures established by the Sheriff for notification and documentation of the use of sick leave.

Section 4 (Sick Leave Incentive)

As an incentive members who have been employed by the MCSO for two (2) consecutive years may convert a portion of their sick leave into sick leave incentive time as provided in the following chart:

Hours of Accumulated Sick Time	Maximum Amount Allowed to Convert
120 – 239 hours	8 hours
240 – 359 hours	16 hours
360 – 479 hours	24 hours
480 – 599 hours	32 hours
600 – 719 hours	40 hours
720 – 839 hours	48 hours
840 – 959 hours	56 hours
960 – 1079 hours	64 hours
1080 – 1199 hours	72 hours
Over 1200 hours	80 maximum hours

The MCSO Finance Services Unit shall notify each member immediately after their anniversary date of any hours they are eligible to convert. The member shall have the option of not converting any hours, or converting some or all of their allowed amount in any combination (in 1 hour increments) to sick leave incentive time. If the member chooses sick leave incentive time, the amount chosen shall be transferred to and shown on their sick leave incentive time leave balance, and may be used as annual leave in accordance with Article 19 of this Agreement. The maximum balance for sick leave incentive time will be eighty (80) hours.

Section 5

Upon retirement or resignation in good standing, bargaining unit members shall be reimbursed for unused sick leave at the member's current rate of pay at separation according to the following schedule:

Years of Continuous Service	Payout
5 – 24	25% of their accrued sick leave up to a maximum of 480 hours.
25 or greater	50% of their accrued sick leave up to a maximum of 480 hours.

ARTICLE 26

VACANT

ARTICLE 27

INSURANCE

Section 1

Bargaining unit members will enjoy the same insurance under the same terms as all other employees of the Sheriff. The Sheriff will pay seventy-five percent (75%) of the cost of either single or dependent coverage and the employee will pay the remaining twenty-five percent (25%) of the cost of such coverage.

Section 2

No less often than once each year, during the annual insurance renewal period, the Sheriff shall provide for an open enrollment period.

ARTICLE 28

CALL OUT

Section 1

When off duty employees are called out to work, they will be guaranteed a minimum of two hours pay. Time is calculated from the time the employee arrives at the assigned destination.

ARTICLE 29

HOLIDAYS

Section 1

During the term of this Agreement, the Sheriff recognized the following twelve (12) paid holidays:

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas Eve
Christmas Day
Personal Day

Section 2

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

Section 3

Bargaining unit members not normally scheduled to work, but who work on a designated holiday, shall receive the bargaining unit member's regular rate of pay for all hours worked on the holiday, plus a full shift's pay at the regular rate of pay.

Section 4

When a holiday falls on a bargaining unit member's regularly scheduled day off, he/she shall receive a full shift's holiday pay at the regular rate of pay.

Section 5

Bargaining unit members shall receive one (1) floating holiday (Personal Day) during each fiscal year of this Agreement. The member may submit pursuant to MCSO procedures a request to take the day off and still receive his/her normal rate of pay for the day.

ARTICLE 30

WAGES

Section 1

The parties recognize the pay plan identified in Section 2.

Section 2

DEPUTY SHERIFF

STEP 1	\$42,120
STEP 2	44,505
STEP 3	48,065
STEP 4	51,625
STEP 5	55,185
STEP 6	58,746
STEP 7	62,306
STEP 8	65,866
STEP 9	69,427
STEP 10	72,987

Section 3

During Fiscal Year 10/11, all pay Matrix progression and three percent (3%) top out lump sum payments will continue to be suspended. However, those who received a three percent (3%) top out lump sum payment during Fiscal Year 08/09 will be eligible to receive a three percent (3%) top out lump sum payment, provided the member achieves a satisfactory evaluation. Those members who do not achieve a satisfactory evaluation will not receive a three percent (3%) top out lump sum payment.

Section 4

Effective October 1, 2010, FDLE certified new hires will receive a starting salary of \$40,500 and upon completion of the FTO program will advance to a salary of \$42,120.

Effective October 1, 2010, Corrections Candidates who are not FDLE certified will receive a starting salary of \$30,000.

ARTICLE 31

CAREER SERVICE APPEALS

Section 1

Bargaining unit members who are suspended in excess of three (3) working days, as provided in the Career Service Law 9.2, may use the appeal procedure set forth in 9.2. The reference in 9.2.1(A) to a calendar year is understood and agreed to mean twelve (12) months.

Section 2

Bargaining unit members who are terminated may elect to appeal under the Career Service Law 9.2 or arbitration under Article 4. Employees electing to grieve under Article 4 shall proceed directly to Step 4. Employees may avail themselves of only one (1) of these forums, and once an option is chosen the other procedure shall be foreclosed to them. If an employee, who is not represented by the union because of non-membership in the PBA, chooses the option of arbitration, then that employee shall post a bond of \$2,500.00 to ensure payment of their portion of the costs of arbitration.

Section 3

Appeals heard before the five (5) member Board shall be in accordance with 9.2.2 and 9.2.3 of the Career Service Law except that the burden of proof shall be on the Sheriff.

ARTICLE 32

DURATION

Section 1

This Agreement shall become effective the first day of October, 2010 and shall remain in full force and effect through the 30th day of September, 2012 and will continue thereafter in full force and effect from year to year unless not less than sixty (60) days prior to the termination date above or any anniversary thereof, either Party gives notice in writing to the other of its desire to amend, add to, or terminate this Agreement.

Section 2

Article 12 – Performance Evaluations and Article 30 – Wages shall be re-opened for negotiations effective October 1, 2011, upon notice of one party to the other by March 1, 2011, of intent to re-open.

ARTICLE 33

ON CALL

Employees who are required to be on call, as determined by the division Captain, for at least eight (8) consecutive hours within a twenty-four (24) hour period shall receive \$15.00 on call pay. The on call period may be from eight (8) to twenty-four (24) consecutive hours. Employees shall comply with Agency policies/guidelines for on call status, including being able to respond within thirty (30) minutes.

ARTICLE 34

SHIFT DIFFERENTIAL

Employees who work more than fifty percent (50%) of their assigned shift between the hours 2300 and 0500 hours shall receive a two (2) percent increase to base pay. If the employee's assigned shift changes so that it does not meet the criteria above, he/she shall relinquish the two percent shift differential. A temporary assignment of thirty (30) days or less will not affect shift differential.

ARTICLE 35

DEPUTIES' RIGHTS IN ADMINISTRATIVE INVESTIGATIONS

The Sheriff agrees that in the investigation of any and all bargaining unit member's conduct, the Sheriff's Office shall comply with the provisions of Section 92.525 and Chapter 112 of the Florida State Statutes, as amended.

ARTICLE 36

SENIORITY

Section 1

Seniority, as used herein, is defined as continuous time in rank and classification (Law Enforcement/Corrections), while employed by MCSO, which entitles members to certain considerations and preferences as provided for in this Agreement. Seniority shall accumulate during approved absence due to illness, injury, vacation leave and military leave. Employees on other authorized leave shall maintain the seniority they had when their leave commenced.

Bargaining unit members who terminate service with MCSO and are rehired within a one (1) year period, shall be returned to duty at the same pay grade they held prior to terminating employment. However, any bargaining unit member of the rank of Sergeant who terminates employment and is rehired within a one (1) year period shall be rehired at the highest deputy sheriff pay-grade for which they could qualify.

Section 2

Seniority for Corrections Deputies who transfer/transferred to other Departments within the agency in a sworn capacity, while continuously employed by the MCSO, and return/returned to Corrections in a sworn capacity shall be applied as follows:

A. Prior to October 1, 2009: Corrections Deputies who transferred to other Departments and return(ed) to Corrections, without a break in service, shall have as a seniority date in Corrections, their original date of hire in a sworn position.

B. After October 1, 2009: Corrections Deputies who transfer to other Departments and then return to Corrections, without a break in service, within one (1) year, shall have as their seniority date in Corrections, their original date of hire in a

sworn position.

C. After October 1, 2009: Corrections Deputies who transfer to other Departments and then return to Corrections, without a break in service, but after one (1) year, shall have seniority dates which will include all the time they served as a Corrections Deputy, both before and after the transfer to the other Department. The time spent in the other Department will not be credited toward seniority.

D. In any case, regardless of hire date, when a Corrections Deputy transfers to other Departments, but then returns to Corrections, he/she will forfeit their seniority for the ensuing vacation bidding process. Thereafter, he/she will be entitled to use their seniority for vacation selection.

Section 3

Bargaining unit members with the same classification date shall have their seniority determined by their date of application with MCSO. If the date of hire and application are the same for bargaining unit members, then seniority will be determined by alphabetical order using the employees' last name as listed on their application.

Section 4

Seniority shall apply in the following matters:

- A. Vacation selection for each calendar year. Selections will be made in rounds, and employees shall select one (1) vacation period consisting of contiguous days each round. All bargaining members will submit their vacation preferences prior to November 30, 2010 and the new vacation schedule will be completed by December 1, 2010. Additional vacation selections will be scheduled on a first come first serve basis.
- B. Unless operational needs dictate to the contrary, seniority shall govern in filling shift vacancies within a member's current assignment.

- C. Layoffs shall be made in accordance with Article 10 of this agreement.
- For the purposes of layoffs, seniority is the total length of continuous sworn service in the MCSO computed from the date of last hire in a sworn position. However, members who do not have seniority in their current classification may be subject to reassignment to another sworn position within the Sheriff's Office based on seniority.
- D. Employees shall be recalled from lay off in accordance with Article 10 of this agreement.
- E. All vacant or newly created Sergeant positions shall be posted and seniority shall govern when other factors such as specialized training/education, employee performance and disciplinary record for the last two years are comparable.

Section 5

If a bargaining unit member is denied a position based on operational needs, the bargaining unit member may appeal the decision to the Sheriff. The Sheriff's decision will be final and binding.

Section 6

For members assigned to specialized units, shift and days off shall be determined by unit seniority; which shall be based upon continuous time within that specialized unit.

ARTICLE 37

DISCIPLINE

Section 1

The parties recognize that the interests of the public who are served by MCSO and the job security of bargaining unit members depends on the Sheriff's success in providing proper and efficient services. Towards this end, the Sheriff and the PBA encourage to the fullest degree, behavior which is positive and supportive of the goals of effective management and public safety. Accordingly, the parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are determined to be inconsistent with said goals.

Section 2

The Sheriff agrees that no bargaining unit member shall be disciplined except for just cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The following levels of disciplinary action may be utilized and, depending upon the severity of the offense, the first action may be at any level, including dismissal:

- A. Written Reprimand
- B. Suspension without Pay
- C. Demotion
- D. Dismissal

ARTICLE 38

WORKERS COMPENSATION / DUTY DISABILITY

Section 1

A bargaining unit member covered by Florida Statute, Chapter 440, Workers' Compensation, and in accordance with provisions set forth hereunder, shall be authorized to be absent from work due to injury or illness incurred while on duty, and directly related to work performed, until he/she reaches maximum medical improvement or one (1) year, whichever comes first.

Section 2

A member who sustains a job-connected injury/illness that is compensable under Workers' Compensation law shall receive one hundred percent (100%) of his/her pay, based on the preceding thirteen (13) week average take home pay, for a period not to exceed ninety (90) calendar days from the date of the injury without being required to use accrued leave credits.

Section 3

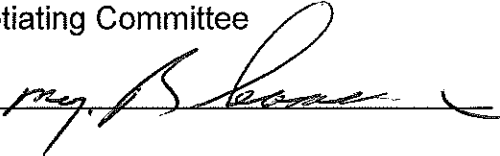
A sworn bargaining unit member who sustain a serious injury/illness on-duty while in fresh pursuit (as defined in F.S. 112.19(d), Florida Statutes (2003)) or in the apprehension of a violent person, or who sustain a serious injury under extraordinary circumstances while engaged in Law Enforcement/Correction activities may receive a supplement to the workers' compensation that will provide 100% of their base salary.

This full-pay status shall be granted only after submission of medical certification which clearly demonstrates that the injury/illness is the result of one of the aforementioned criterion. A bargaining unit member shall receive an amount equal to



the difference of his/her Workers' Compensation benefit and their thirteen (13) week average take home pay, for up to an additional two hundred seventy five (275) calendar days after the initial ninety (90) day period. All questions regarding eligibility for the supplemental payment provided in this section shall be finally resolved in the sole discretion of the Sheriff without resort to the grievance and arbitration procedure.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative have set their hands and seals this 22nd day of September, 2010 2009.

Witness as to Sheriff's
Negotiating Committee




MARTIN COUNTY SHERIFF'S OFFICE

By: 
Attest: 

Witness as to Union
Negotiating Committee:

PALM BEACH COUNTY POLICE
BENEVOLENT ASSOCIATION, INC.

By: 
John Kazanjian, President
Attest: 