

Collective Bargaining Agreement

Between



the Sheriff of Orange County

and

the Florida Police Benevolent Association, Inc.

**Certification Number 1573
Corporals and Sergeants**

And

**Certification Number 1446
Deputy Sheriff, Deputy First Class, Master Deputy,
and Court Security Officer**

TABLE OF CONTENTS

Agreement	1
Preamble	2
Article 1 – RECOGNITION	3
Article 2 - GENDER REFERENCE	4
Article 3 - DUES CHECKOFF	4
Article 4 - NO DISCRIMINATION	7
Article 5 - EMPLOYEE REPRESENTATION AND PBA ACTIVITIES	8
Article 6 - GRIEVANCE PROCEDURE	17
Article 7 - INTERNAL INVESTIGATIONS	29
Article 8 – LAYOFFS AND RECALL	33
Article 9 – PROMOTIONS AND APPOINTMENTS	34
Article 10 – GROOMING	45
Article 11 – STRIKE PROHIBITION AND WORK REQUIREMENTS	46
Article 12 - PERSONNEL RECORDS	47
Article 13 – COMPLIANCE WITH GENERAL ORDER AND SPECIAL ORDERS AND SUBSTITUTION OF MODIFICATIONS	49
Article 14 - PERFORMANCE REVIEW	52
Article 15 – SENIORITY	53
Article 16 – OFF DUTY EMPLOYMENT	57
Article 17 – AGENCY ISSUED VEHICLES	59
Article 18 – LEAVE, WORKERS COMPENSATION, DISABILITY & PERSONNEL ISSUES GRIEVANCE PROCEDURES	61
Article 19 – EQUIPMENT, UNIFORM AND CLOTHING ALLOWANCES LOSS/DAMAGE TO PERSONAL PROPERTY	68
Article 20 – EDUCATIONAL ASSISTANCE AND TRAINING	70
Article 21 - ACTING RANKS	71
Article 22 – TRANSFER OR CHANGE IN ASSIGNMENT	72
Article 23 - WORKDAY, WORKWEEK AND OVERTIME	83

Article 24 - COURT APPEARANCES, ON-CALL AND RE-CALL	85
Article 25 – WAGES	86
Article 26 - EQUIPMENT AND SERVICE AWARDS	87
Article 27 - INSURANCE BENEFITS.....	88
Article 28 - LONGEVITY PAY, SPECIALTY PAY, ASSIGNMENT PAY, AND SHIFT DIFFERENTIAL	91
Article 29 - DRUG TESTING	96
Article 30 – MANAGEMENT RIGHTS	97
Article 31 – ENTIRE AGREEMENT	99
Article 32 - SAVINGS CLAUSE.....	100
Article 33 - DURATION.....	101
Signatures	101
Appendix A - DUES CHECKOFF AUTHORIZATION FORM	102
Appendix B - GRIEVANCE FORM	103
Appendix C – DEPUTY PAY GRADE	104
Appendix D – LEAVE REQUEST FORM	105
Appendix E – DEPUTY, CORPORAL, SERGEANT AND CSO PAY PLAN	106
Appendix F – SUPERIVSORY CANDIDATE SUMMARY FORM.....	108

AGREEMENT

THIS AGREEMENT is by and between the **SHERIFF OF ORANGE COUNTY** ("Sheriff" or "OCSO") and the **FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.** ("PBA") representing two distinct bargaining units as set forth in Article I regarding the wages, hours, and terms and conditions of employment of the certified bargaining units.

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the Sheriff and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between the Sheriff and his employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the Sheriff; and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the language of this Preamble is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 6; it is the intent and purpose of the parties hereto to incorporate in this Agreement wages, hours and certain terms and conditions of employment for the employees covered by this Agreement, and to provide an orderly, prompt, fair, and equitable procedure for the resolution of differences between the parties in all matters subject to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1
RECOGNITION

(A) The Sheriff recognizes the PBA as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all bargaining unit members included in the two certified bargaining units identified in this Article.

(B) Deputy Unit - The Certification issued by the Florida Public Employees Relations Commission, Certification No. 1446, as amended February 19, 2008, defines the first certified bargaining unit to include all full-time sworn law enforcement personnel of the Sheriff of Orange County in the classifications of Deputy Sheriff, including Deputy First Class and Master Deputy, and Court Service Officer. This unit shall be referred to as the "Deputy Unit."

(C) Supervisory Unit - The Certification issued by the Florida Public Employees Relations Commission, Certification No. 1573, defines the second certified bargaining unit to include all sworn law enforcement positions in the ranks of Corporals and Sergeants. This unit shall be referred to as the "Supervisory Unit."

(D) All other Sheriff's employees are expressly excluded from the two bargaining units.

(E) The PBA will not ask the Sheriff to recognize it as a bargaining agent for any OCSO employees other than those included in the certified units set forth above, in the absence of a new certification by the Florida Public Employees Relations Commission (PERC).

(F) Clarifications of and amendments to the bargaining units as defined above shall be by mutual consent of the Sheriff and PBA, or in the case of a dispute, by determination of PERC. This shall in no way restrict the right of the Sheriff to create, abolish, reclassify and/or modify job duties, descriptions or positions.

Article 2
GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Article 3
DUES CHECK-OFF

SECTION 1 - Deductions

(A) Per Florida Statute 447.303, the Sheriff will deduct PBA membership dues and uniform assessments, certified in writing by the PBA President or his designee, from the pay of bargaining unit members who individually request such deductions in writing (Appendix A). If the member's net pay (i.e., gross pay minus all other deductions) is less than the total of membership dues and uniform assessments, the Sheriff will not deduct any amount for PBA membership dues and uniform assessments. Assuming net pay is sufficient, the deductions will occur each pay period unless, or until, the members in question specify otherwise in writing. Deductions for PBA membership dues will begin with the first full pay period following receipt of the authorization by the Sheriff.

(B) PBA shall advise the Sheriff of any increase in membership dues or uniform assessments in writing at least thirty (30) days prior to its effective date.

(C) This Article applies only to the deduction of membership dues and uniform assessments. Under no circumstances will the Sheriff make deductions of any fines, penalties, or special assessments.

SECTION 2 - Remittance

The Sheriff shall forward all deductions for PBA membership dues and uniform assessments, along with a list of applicable bargaining unit members, to Florida Police Benevolent Association, Inc., 300 East Brevard, Tallahassee, FL 32301. The PBA shall promptly refund to its members any funds received from them that exceed applicable membership dues and uniform assessments.

SECTION 3 - Termination of Deduction

Bargaining unit members may revoke the authorization to deduct PBA membership dues and uniform assessments by serving written notice to the OCSO and PBA. The OCSO shall discontinue deductions thirty (30) days after receipt of the member's written notice. The OCSO shall also discontinue dues deductions if: (A) the member is terminated; (B) the member is removed from the bargaining unit (e.g., transferred, promoted, demoted) and requests that deductions be discontinued; (C) PBA's certification as the bargaining agent is suspended or revoked; or (D) PBA's right to deduct and collect dues is revoked pursuant to Florida Statute 447.507.

SECTION 4 - Indemnification

PBA shall indemnify, defend and hold harmless the Sheriff and his officers, officials, agents and employees from and against any claim, demand, suit, or liability

(monetary or otherwise), including all court costs and attorney fees, arising from or in any way connected with the existence or operation of this Article. This includes any action, inaction, or negligence on the part of the Sheriff or his officers, officials, agents, and employees.

SECTION 5 - Check-off Authorization Form

(A) Bargaining unit members who wish to initiate deductions for membership dues and uniform assessments shall use the Dues Check-off Authorization Form (Appendix A). Immaterial changes to the form approved by PBA will not affect deductions authorized by a previous version of the form.

(B) The Sheriff is not required to process deduction requests submitted on Check-off Authorization Forms that are: (1) incomplete; (2) postdated; or (3) submitted to the Sheriff more than sixty (60) days following the date of the employee's signature.

Article 4

NO DISCRIMINATION

SECTION 1 – PBA Membership

The Sheriff and PBA agree that neither party will discriminate or interfere with the right of any bargaining unit member covered by this Agreement to belong or not belong to the PBA, or to engage in authorized or protected activity.

SECTION 2 – Illegal or Improper Discrimination

(A) The Sheriff prohibits discrimination against employees on the basis of age, race, creed, color, national origin, sex, disability, marital status, religion, or sexual orientation. The parties recognize the Sheriff has established internal procedures to

investigate and resolve alleged cases of discrimination, and they are consistent with standards and procedures established by local, state, and federal law. Accordingly, the parties agree alleged cases of discrimination shall be processed either through the Sheriff's internal procedures or in accordance with local, state or federal law and shall not be subject to the grievance and arbitration procedures of this Agreement.

(B) PBA shall not discriminate against members of the certified bargaining units on the basis of age, race, creed, color, national origin, sex, disability, marital status, religion, or sexual orientation.

Article 5

EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

SECTION 1 – Representation

(A) PBA Grievance Representatives ("PBA GR") - PBA shall select no more than twelve (12) bargaining unit members (eight (8) from the deputy unit and four (4) from the supervisory unit) who shall be authorized to act as a PBA GR on behalf of the PBA. No more than one PBA GR shall appear with a bargaining unit employee during a grievance meeting at any one time.

(B) PBA Staff Representative ("PBA SR") – PBA SR's shall be full or part time paid staff representatives of the PBA, and not employees of the OCSO. PBA SR's may represent bargaining unit members in grievances, inquiries, internal affairs investigations, and Discipline Dispute Resolution meetings. No more than one PBA SR shall appear with a bargaining unit employee during a grievance meeting, inquiry, internal affairs investigation, or Discipline Dispute Resolution meeting.

(C) The PBA shall annually furnish to the Director of Human Resources or his designee a list of the PBA GR's, SR's, PBA officers, attorneys and board members. The PBA shall update the lists when changes occur. The Sheriff's Office may exclude individuals who do not appear on the lists furnished to the Director of Human Resources or his designee.

(D) The Sheriff will allow the PBA up to one half hour (1/2) to meet with new employees, provided attendance is voluntary, at a time pre-determined by the Director of Human Resources or his designee during the Field Training and Evaluation Program (FTEP) or the initial Human Resources Division (HRD) orientation. The Sheriff may decide to change or eliminate this access provided advanced notification is given to the Association and, upon a proper request, bargain over the proposed change pursuant to F.S. Chapter 447 and the impasse procedure contained therein.

SECTION 2 - Representative Access

(A) Normal PBA Business - The Sheriff agrees that designated PBA SR's shall have reasonable access to public areas of OCSO facilities. Access to secure areas of OCSO facilities shall be denied unless the PBA SR requests permission from the Division Commander, or his designee at least 48 hours prior to the meeting. The Division Commander may waive the 48 hour notification period. Access to restricted areas for the purpose of meeting with a member of the bargaining unit shall not be unreasonably denied. Access shall be limited to the bargaining unit member's break, meal or approved leave time, absent extraordinary circumstances, and shall be restricted to grievance investigations, matters related to the application of this Agreement, as well as disciplinary investigations.

(B) Critical Incident Situations –

(1) For purposes of this Section, a critical incident includes a traffic crash involving serious injury, the death or serious injury of a person which may have resulted from a bargaining unit member's actions, the discharge of a weapon by a bargaining unit member, or other serious incident.

(2) When a bargaining unit member is involved in a critical incident and requests the assistance of the PBA, the OCSO will allow the member to contact a PBA SR or a PBA GR for assistance and representation; however, at any time the bargaining unit member shall provide public safety information and suspect descriptions. If a member fails to contact a PBA SR or a PBA GR after several attempts and a reasonable period of time, the member may request a supervisor's assistance with making contact with a PBA SR or PBA GR.

(C) Bargaining Unit members, other than witnesses, involved in a critical incident, shall not be required to give an on scene interview (other than providing public safety information and complete suspect descriptions), unless they voluntarily consent to do so.

(D) Bargaining Unit members, other than witnesses, involved in a critical incident, shall be allowed to have a PBA SR or attorney present during a walk through of a critical incident scene with the permission of the lead investigator of the investigating law enforcement agency.

SECTION 3 - Labor Management Consultation

There shall be a Labor Management Committee made up of two (2) members selected by the supervisory bargaining unit; three (3) members selected by the deputy

bargaining unit; and five (5) management representatives, including a Human Resources representative, selected by the Sheriff. The committee shall meet from time to time to discuss matters of mutual concern involving employee relations, equipment and safety issues. Upon a majority vote of those present at a meeting, the committee may make recommendations to the Sheriff for his consideration in which event he shall take action he deems in the best interest of the agency. There shall be no collective bargaining at such meetings. PBA committee members who attend a meeting that is not during their regularly scheduled shift may utilize PBA pool time leave. PBA committee members who attend a meeting during their regularly scheduled shift, with supervisor approval and manpower permitting, shall be compensated as part of their regular compensation. The use of PBA pool time leave shall be in accordance with Section 8 of this Article.

SECTION 4 - Bulletin Boards

(A) The Sheriff will continue to furnish wall space for the PBA's existing glass-encased and locked bulletin boards. PBA remains responsible for purchasing and maintaining the bulletin boards which shall not exceed 36 x 48 inches. The PBA must furnish a bulletin board key to the Administrative Assistant of each facility manager where each bulletin board is maintained. This provision is limited to permanent Sheriff's Office facilities where bargaining unit members are assigned.

(B) The use of PBA bulletin board space is limited to the following notices:

- (1) Recreation and social affairs of the PBA,
- (2) PBA meetings,
- (3) Reports of PBA committees,

- (4) PBA benefit programs,
- (5) Current PBA Contract,
- (6) Training and educational opportunities,
- (7) Notice and announcement of internal elections, and
- (8) Other materials pertaining to the welfare of PBA members, excluding election campaign materials of any type or kind.

(C) PBA membership applications and return envelopes may be placed in a box attached to each bulletin board.

(D) The PBA shall not post any material reflecting adversely on the Sheriff's Office, or any of its officers or employees. Additionally, the PBA shall not post any material violating or having the effect of violating any law, rule, or regulation. The Sheriff shall have the right to remove such material, at which time the PBA will be notified. Such removal shall be subject to the grievance procedure contained in this Agreement up to and including Step 3.

(E) Notices posted must be dated and bear the name of the PBA's authorized representative.

(F) The Sheriff may remove bulletin board privileges for repeat violations of these provisions. Removal of privileges shall be subject to the grievance procedure contained in this Agreement.

SECTION 5 – Employee Use of Electronic Mail

(A) To the extent permitted by the Sheriff and Orange County, the PBA shall be allowed access and use of the County's electronic mail system, pursuant to guidelines maintained by the Sheriff and the County. The PBA may request approval to

post materials in the designated folder on the agency's portal, as regulated by the approved content manager.

(B) The PBA is not authorized to place material in agency mail boxes or utilize the inner office mail system except in corresponding with representatives at the OCSO. The OSCO will not allow any other labor organization to utilize agency mail boxes or the inner office mail system unless required to do so by law. Pieces of mail delivered through the Sheriff's Office mail room, via the U.S. Mail, shall be distributed to employees through the authorized Sheriff's Office mail system.

SECTION 6 - Employee Lists

(A) Upon request of a designated PBA SR, the Sheriff will provide the PBA with a list via electronic mail which includes the name, work address on file, job title, gross salary, job location, hourly rate, pay grade/step, sworn date and merit date, for each bargaining unit member.

(B) A bargaining unit member shall be responsible for promptly notifying the PBA upon resignation, termination, retirement, transfer, promotion, or demotion out of the bargaining unit.

SECTION 7 - Negotiations

(A) The PBA may designate bargaining unit members to serve on its Negotiation Committee ("Committee"). Bargaining unit members serving on the Committee who are not on their regularly scheduled shifts during scheduled negotiation sessions shall not be paid by the Sheriff. Employee members of the PBA's Negotiation Committee who are on their regularly scheduled shifts during scheduled OCSO negotiation sessions shall be paid for such time in actual negotiation sessions. Only five

(5) bargaining unit members from the deputy unit, one of which shall be a Court Service Officer, and four (4) from the supervisory unit shall be so paid. A bargaining unit member shall not be compensated for time spent preparing for negotiations. Members of the PBA's Negotiation Committee who are not on their regularly scheduled shifts during OCSO negotiations sessions shall be eligible to utilize PBA pool time, in accordance with Section 8, for compensation while attending this meeting.

(B) A bargaining unit member's attendance at negotiation sessions shall not unduly hamper the operations of the work unit or negatively impact staffing levels necessary to meet minimum manpower standards of any sector, section, or unit.

SECTION 8 – PBA Business

(A) PBA Pool Time – Contributions

(1) During the first full pay period in January of each calendar year, each PBA member of the supervisor and deputy bargaining units shall contribute one (1) hour of vacation leave or compensatory time from his respective leave balance. Hours contributed pursuant to this section will be maintained in a PBA pool time bank ("PBA bank") to be utilized as authorized and approved pursuant to this Agreement.

(2) No more often than once per quarter, bargaining unit members may contribute additional vacation or compensatory time in one (1) hour increments.

(3) Bargaining unit members shall complete a form approved by the OCSO indicating whether the transfer shall be from their vacation or compensatory leave balances.

(4) Hours in the PBA bank may be utilized by either bargaining unit (the deputy unit and supervisory unit). The balance in the PBA bank shall never exceed

2,100 hours. Additionally, no more than a total of 2,100 hours shall be utilized by bargaining unit members during the calendar year. Any balances remaining in the PBA bank at the end of the calendar year shall be used to replenish the PBA bank for the next calendar year provided the total balance in the bank does not exceed 2,100 hours.

(5) If replenishing the PBA bank causes the total balance to exceed the 2,100 hour allowable balance, any excess hours shall be transferred to the OCSO's emergency medical leave donation pool for the exclusive use of PBA members, in good standing, who request and are eligible to receive emergency leave donations in accordance with OCSO policies and procedures. The OCSO PBA Board of Directors shall determine which PBA member to donate time to and the PBA president, or designee, shall provide the agency, in writing, the name of the PBA member receiving the donation and the amount of time being donated. The PBA president, or designee, may request, in writing, to transfer additional hours from the PBA pool time bank to the OCSO's emergency medical leave donation pool for the exclusive use of PBA members.

(6) PBA pool time leave shall not be considered time worked for FLSA purposes and shall not count as hours worked in determining eligibility for over time (regular or premium). Nothing in this Agreement shall be construed to allow an employee to use PBA leave to exceed 80 hours of pay during any pay period or to compensate a member for performing PBA business on holidays designated in this Agreement.

(B) Use of PBA Leave

(1) Upon approval of the PBA president or his designee, PBA Officers, Directors, PBA GR's and other members of the bargaining unit(s), may request duty time off utilizing PBA pool time for PBA business related to the OCSO including grievances, disciplinary matters, internal affairs investigations, attending Orange County Commission meetings regarding Orange County Sheriff's Office budgeting and new approved position issues, and attending State PBA conventions and meetings, including local board meetings involving OCSO business. No more than four (4) bargaining unit members from the supervisors bargaining unit and four (4) members from the deputy bargaining unit may use PBA leave at any one time. Any member wishing to utilize PBA leave must afford the Sheriff's Office at least five (5) working days written notice of the time desired off unless (a) the bargaining unit member intends to attend internal affairs investigations and disciplinary proceedings, (b) grievance meetings, (c) critical incidents, or (d) the bargaining unit member and his supervisor agree to a shorter time frame. The supervisor shall respond to such requests in a timely manner.

(2) When bargaining unit members submit a leave request for PBA leave, they shall record in the comments section of their Lawson payroll the type of PBA event to be attended and the nature of the OCSO related business. Failure to comply with this provision will result in denial of the requests. If the balance remaining in the PBA bank is insufficient to cover the member's leave request, the leave will be deducted from the member's vacation balance and the payroll code will be changed from ZUNI to vacation.

(3) The OCSO reserves the right to deny a bargaining unit member's request for time off and use of the PBA leave due to the agency's operational needs, when the member's absence could hamper the operations of the work unit, or when a member's absence from a specific squad, sector, section or unit could negatively impact staffing levels established under minimum manpower standards.

(4) In the event that a PBA representative participates in lobbying at the request of and on behalf of the Sheriff, administrative status shall be utilized rather than PBA pool time.

Article 6

GRIEVANCE PROCEDURE

It is the Agreement of the Sheriff and the PBA to encourage informal discussions of complaints between management and bargaining unit members covered by this Agreement, as well as between supervisors and covered bargaining unit members. Such discussions should be held with the view of reaching an understanding, without the need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 - Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except exclusions that are noted in this Agreement. Those matters which have a separate grievance process established by policy such as performance appraisals, illegal discrimination, EEOC matters, or discipline, shall not be subject to this grievance procedure, unless the

parties in a particular case mutually agree otherwise, or a particular section of this Agreement provides otherwise.

(B) "Grievant" shall mean a bargaining unit member or the PBA.

(C) "Days" shall mean calendar days. However, if the last day of any time limit specified herein falls on a holiday or weekend, the time limit shall extend until the end of the next business day.

SECTION 2 - Election of Remedy and Representation

A bargaining unit member who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether or not he shall be represented by the PBA. When the bargaining unit member has elected PBA representation, both the bargaining unit member and the PBA GR or PBA SR shall be notified of any meeting. Further, any written communication concerning the grievance or its resolution shall be sent to the PBA with a copy supplied to the bargaining unit member. If the bargaining unit member is not represented by the PBA, any adjustment of the grievance shall be consistent with the terms of this collective bargaining Agreement. The PBA shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. A bargaining unit member using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement. The PBA shall not be bound by the decision of any grievance or arbitration in which the bargaining unit member was not represented by the PBA.

SECTION 3 – Procedures - General

(A) Bargaining unit member grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

(B) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

(C) Once a grievance is presented at Step 2, no new violation of the agreement can be raised, nor can new facts be presented by the grievant, unless those facts are newly discovered since the filing of the grievance.

(D) The resolution of a grievance prior to a decision rendered by an arbitrator shall not establish a precedent binding on either the PBA or the Sheriff in other cases, unless mutually agreed to by both parties.

(E) If a grievance meeting is held or requires reasonable travel time during the working hours of the grievant or PBA GR he or they shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked, but PBA pool time may be utilized.

(F) Grievances shall be presented and adjusted as set forth in Sections 4 through 7 below, and no one management representative shall respond to a grievance at more than one written step.

SECTION 4 – Grievance Procedure

(A) Oral Discussion

1. Within seven (7) days, excluding contractual recognized holidays, of the date the grievant knew or should have known of the event giving rise to

the grievance, whichever occurs first, the grievant shall present his grievance orally to the management representative, who has the authority to adjust the grievance, who will respond within three (3) days.

2. If the grievance is not resolved, in 4 (A) (1) above, the grievant shall, within seven (7) days of the response in 4 (A) (1) above, or the last day for a response, whichever first occurs, file a grievance at Step 1 below.

(B) Step 1

1. In filing a grievance at Step 1, the bargaining unit member or his designated representative shall submit to the Step 1 Management Representative, the Section Commander or designee, a grievance form as provided in Appendix C of this agreement. Failure to include all the information on the grievance form may stay processing of the grievance for no more than twenty one (21) days, until the requested information is supplied. If not corrected in twenty one (21) days it becomes null/void.

2. The Step 1 Management Representative or his designee shall communicate a decision in writing to the PBA GR or PBA SR, and the bargaining unit member within seven (7) days following receipt of the grievance form.

(C) Step 2

1. If the grievance is not resolved at Step 1, the bargaining unit member or his designated representative may submit to the Step 2 Management Representative, the Division Commander or his designee, the grievance within seven (7) days after receipt of the decision at Step 1. When the grievance is eligible for initiation at Step 2, the Grievance form must contain the same information as a grievance filed at Step 1 above. The Division Commander or his designee shall have a

meeting with the bargaining unit member, and the PBA GR or PBA SR, if the bargaining unit member so chooses, to discuss the grievance.

2. The Division Commander shall communicate a decision in writing to the PBA GR or PBA SR and to the bargaining unit member within seven (7) days following receipt of the written grievance or the grievance meeting, whichever is later.

(D) Step 3

1. If the grievance is not resolved at Step 2, the bargaining unit member or his designated representative may submit to the Sheriff or his designated representative, who shall be of a rank higher than Division Commander, or the Sheriff Representative who responded in step two (2), the grievance within seven (7) days after receipt of the decision at Step 2. When the grievance is eligible for initiation at Step 3, the Grievance form must contain the same information as a grievance filed at Step 2 above. The Sheriff or his designated representative, shall have a meeting with the bargaining unit member and the PBA SR, if the bargaining unit member so chooses, to discuss the grievance.

2. The Sheriff or his designated representative shall communicate a decision in writing to the PBA GR or PBA SR and to the bargaining unit member within seven (7) days following receipt of the written grievance or the grievance meeting, whichever is later.

(E) The Division Commander, Sheriff, or their designees shall have no obligation to hold the meeting provided for in steps 2 and 3 above if the PBA SR is not

available within ten (10) calendar days of the appeal of the grievance to the applicable step.

SECTION 5 - Arbitration

(A) If the grievance is not resolved at Step 3, the PBA or bargaining unit member may appeal the grievance in writing to arbitration, within twenty-one (21) days after receipt of the decision at Step 3. If, at the initial written step, the PBA refused to represent the bargaining unit member because he was not a dues-paying member of the PBA, the bargaining unit member may appeal the grievance to arbitration. Bargaining unit members covered under this Agreement who are not represented by the PBA shall have the opportunity to process grievances to arbitration subject to the limitations set forth in this Agreement; provided, however, such member proceeding without the assistance of the PBA shall be required to post a bond in escrow with the Sheriff in an amount calculated to cover the cost of arbitration in the event that the bargaining unit member is assessed his portion of the cost of arbitration, and in no event less than \$1,500.

(B) The parties agree to utilize an arbitrator from a permanent panel of arbitrators mutually agreed upon by the Sheriff and the PBA. If agreement on a panel cannot be reached, the parties shall utilize the Federal Mediation and Conciliation Service (FMCS) for the selection of arbitrators. The party requesting arbitration shall request a list of arbitrators from FMCS. FMCS will provide a list of seven (7) arbitrators for each grievance from which the parties will mutually select one (1). If mutual agreement is not reached, the parties shall alternately strike from the list until one remains. The party requesting arbitration shall make the first strike.

(C) The parties agree to require FMCS to limit the proposed list of arbitrators to those with Florida addresses only. Each party may request one new list.

(D) The Arbitrator shall hear only one grievance at a time unless mutually agreed to by both parties. The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator.

(E) Arbitration hearings shall be held at times and locations mutually agreed to by the parties.

(F) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement and the provisions of Chapter 682, Florida Statutes, and shall be final and binding on the Sheriff, the PBA, the grievant(s), and the bargaining unit members in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

3. The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

5. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

6. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

a. No award for back pay shall exceed the amount of pay the bargaining unit member would otherwise have earned at his regular rate of pay, including overtime, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance.

b. The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced in accordance with the bargaining unit members duty to mitigate his losses in accordance with applicable law and/or unemployment compensation received by the bargaining unit member during the period of time affected by the award.

(G) The reasonable fees and expenses of the arbitrator shall be borne solely by the losing party; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(H) The PBA will not be responsible for costs of an arbitration to which it was not a party.

(I) The Sheriff and the PBA shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the hearing, and the arbitrator thereafter shall confine his or her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted, the arbitrator will confine his consideration and determination to the written grievance and response presented in Step 3, of the grievance procedure.

(J) Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but it shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(K) The arbitrator may not make any decision that is based upon a past practice if the grievance involves an interpretation of specific terms of this agreement that are clear and unambiguous and such practice is contrary to the express terms of the agreement.

(L) Where there is an issue regarding arbitrability, it is understood that the issue will be resolved separate and apart from the merits of the grievance. Issues of arbitrability shall be resolved by the arbitrator prior to the consideration of the substantive merits of the grievance. Should the matter be found to be arbitrable, either party may request the selection of another arbitrator to consider the substantive merits of the grievance.

(M) If a separate arbitration hearing is held regarding the issue of arbitrability the party who does not prevail shall pay the fees and expenses of the arbitrator which relate to the arbitrability issue.

(N) The cost of a transcript of the arbitration proceeding shall be borne by the party requesting it, unless both parties agree that a transcript is necessary, then the cost of the transcript shall be divided equally between the Sheriff and the PBA.

SECTION 6- Time Limits

(A) Failure to initiate a grievance within the time limits in Section 3 above shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the bargaining unit member, or the PBA where appropriate, to proceed to the next step.

(C) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual written agreement.

(D) Claims of either an untimely filing or untimely appeal shall be made at the step in question.

(E) The Sheriff and PBA may, by mutual written agreement, extend the time limits for filing or answering a grievance.

SECTION 7 - Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or an bargaining unit member to process a grievance with respect to any matter which is the subject of a grievance, appeal, administrative action before a government board or agency, or court proceeding, brought by an individual bargaining unit member or group of bargaining unit members, or by the PBA, unless mutually agreed to in writing by both parties.

(B) Subject to Section 8 below, all grievances will be presented at the initial step provided if a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at the step having the authority to resolve the grievance by submitting a grievance form as set forth in Step 1 within seven (7) days of the date the grievant knew, or should have known of the event giving rise to the grievant, whichever first occurs.

Section 8 – Class Action Grievances

(A) The PBA shall have the right to bring a class action grievance on behalf of bargaining unit members in its own name, concerning disputes relating to the interpretation or application of this Agreement affecting two or more bargaining unit members in the same classification having the same alleged misinterpretation or misapplication of this agreement or an Article or section having overall application to all bargaining unit members. Such grievance shall not include disciplinary actions taken against a bargaining unit member. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue.

(B) Such grievance shall be initiated at Step 3 of Section 4 of this procedure, by filing a grievance as provided in subsection (C) below within seven (7) days of the date a PBA GR or PBA SR knew or should have know of the event giving rise to the grievance, whichever first occurs.

(C) A class action grievance must:

- (1) Identify the name and rank of each bargaining unit member the union claims is affected by the matter over which the grievance is filed.
- (2) Contain a complete statement of the grievance and all the facts and documents upon which the grievance is based.
- (3) Set forth the relief requested, and
- (4) Identify the specific Articles and/or sections of the Agreement alleged to have been violated.

Failure of the grievance to provide all of the required information shall result in a denial of the grievance, which denial shall be final.

(D) Remedial relief, if any, shall not be retroactive but prospective only from the effective date of the arbitrator's decision; provided, however, pay and benefits may be retroactive to the date the grievance was filed pursuant to section 4(A) (2) or the date all of the information on the grievance form is provided pursuant to section 4(B) (1), whichever first occurs.

Article 7

INTERNAL INVESTIGATIONS

SECTION 1 – Internal Investigations

(A) When an allegation is made against a bargaining unit member, the investigating authority will make a good faith effort to ensure that the allegation and related statements are reduced to writing or recorded and, whenever possible, under oath. An internal investigation may be opened on the basis of an anonymous or unwritten complaint; however, such complaint shall be documented in writing and initially subject to an inquiry level review.

(B) Any bargaining unit member while under investigation and subject to interrogation by members of the Sheriff's Office for any reason which could lead to disciplinary action, demotion, or dismissal, shall be interrogated under the conditions as established, and shall have the rights and privileges afforded, by Chapter 112, Part VI, Florida Statutes and OCSO Training Bulletin 94-6 (March 8, 2010) and General Order 5.1.2 (April 2, 2010).

(C) For the purpose of this section the definition of interrogation shall be defined as referring to: A meeting involving an investigation of an allegation against a bargaining unit member with respect to an incident or complaint in which the information to be obtained at the meeting could lead to a reprimand, suspension, demotion or termination of the bargaining unit member. It does not include counseling sessions, inquiries, or meetings at which the bargaining unit member is solely being advised of intended disciplinary action, and offered an opportunity to explain why he/she should not receive the level of intended discipline.

(D) In cases where the agency determines that the bargaining unit member's absence from the work location is essential to the investigation and the bargaining unit member cannot be reassigned to other duties pending completion of the investigation, the bargaining unit member shall be placed on administrative leave with pay pending the outcome of the investigation, except under the following circumstances:

(1) If any bargaining unit member is arrested for, or charged with, a felony or misdemeanor, he or she may be suspended without pay during the investigatory period and any administrative appeals. While suspended without pay, the bargaining unit member may use compensatory time or vacation time. Personnel holding a rank of Captain, equivalent, or above, are authorized to suspend a subordinate without pay under those circumstances upon approval of his or her Bureau Commander or designee. When the Captain, equivalent, or above meets with the bargaining unit member to serve the suspension, the bargaining unit member may choose to submit a verbal or written statement in answer to the allegations against him or her. This statement is strictly voluntary. The bargaining unit member may choose to stand silent and not file any such response. No negative repercussions will result from the bargaining unit member choosing to forego a response in these circumstances.

(2) If the criminal charge(s) against a bargaining unit member is dismissed and the bargaining unit member is not disciplined as a result of the administrative process, the Sheriff shall restore the bargaining unit member's pay for the period of suspension or any used compensatory or annual leave time.

(E) When a bargaining unit member is to be interrogated concerning a complaint or allegation, the bargaining unit member will be informed prior to the

interview of the nature of the investigation and whether he or she is the subject of the investigation or a witness in an investigation. Witnesses have no rights under the Law Enforcement Officers Bill of Rights and are not entitled to representation during an interview.

(F) If during the course of an interview as a witness, the bargaining unit member becomes the subject of a complaint, the interview shall cease and the bargaining unit member shall be granted all rights provided under this Section.

(G) A supervisor may conduct an inquiry regarding his own complaint. A supervisor covered by this subsection shall be a supervisor who actually observed or was a material witness to the allegation(s) that form the basis of the complaint. In the event the supervisor determines the complaint, if true, could lead to disciplinary action of a suspension without pay or loss of benefits of forty-one (41) or more hours, further investigation of the complaint will not be conducted by that supervisor.

(H) When requested, a bargaining unit member may be given up to three days, excluding weekends and holidays to contact, consult with, and secure the attendance of a PBA representative at the interview. The PBA representative may contact the investigating authority directly to schedule an appointment for an interview. The bargaining unit member is responsible for confirming the date, time and location of their interview appointment with either the PBA representative or investigating authority.

(I) The investigative authority will make a good faith effort to complete all internal investigations within forty-five (45) days from the date the investigation is assigned to the investigator. Except in the case of a criminal investigation, the bargaining unit member shall be notified in writing of the status of an investigation that

exceeds sixty (60) calendar days and to the extent possible, an estimated completion date. It is understood that any estimated completion date may continue to be extended based on the facts and circumstances of the investigation.

(J) The OCSO may conduct a preliminary investigation or inquiry and determine whether an internal affairs or other formal investigation is necessary. The OCSO may conduct a settlement conference at any time potential disciplinary action is being considered. Bargaining unit members may request a PBA GR or PBA SR be present during any inquiry or settlement conference.

(K) It is agreed that whenever possible the investigating authority will initially question a bargaining unit member verbally when conducting an inquiry. This shall not prevent the bargaining unit member from providing reports or other written findings required in the normal course of their duties. The bargaining unit member, who is the focus of the inquiry, may have up to twenty-four (24) hours or the next business day, excluding weekends and agency recognized holidays, to review any written statement reference the inquiry with a PBA representative before turning it in.

(L) All Sheriff's Office personnel shall be required to comply with the requirements of the provisions of this Article, agency policies and procedures and state law.

SECTION 2 –Review Board Appearance

(A) Appearances by bargaining unit members before a Review Board are voluntary.

SECTION 3 – Disciplinary Actions

Disciplinary actions shall be subject to the appeal procedures set out in OCSO General Order 5.1.2 (April 2, 2010) and 5.1.0 (May 17, 2010), and not the contractual grievance procedure set forth in Article 6 of this Agreement.

Article 8 LAYOFFS AND RECALL

SECTION 1 - Layoffs

(A) No bargaining unit employee with regular (non-probationary) status in an affected class shall be subject to layoff while an employee on probationary status is serving in that class.

(B) In the event of a reduction in force, the OCSO will consider a number of relevant factors in determining selections for layoff, the public interest being of primary importance. Factors to be considered include:

1. Training, experience and position, including certifications.
2. Employee's overall performance/disciplinary record.
3. Seniority.

As between two bargaining unit members, if one and two above are relatively equal, then seniority shall prevail.

SECTION 2 - Recall

Recall will be in reverse order of layoffs and consistent with General Order 4.4.5. No new bargaining unit members will be hired by OCSO until all laid off members of the bargaining unit are offered recall; provided, however, that after twelve months of layoff, a bargaining unit member's re-employment rights under this Agreement shall cease.

Article 9

PROMOTIONS AND APPOINTMENTS

SECTION 1 – General

(A) The purpose of this Article is to assist bargaining unit members with career aspirations and to establish a fair and impartial procedure for selecting qualified bargaining unit members for:

1. Deputy First Class (DFC).
2. Master Deputy.
3. Corporal
4. Sergeant.

(B) As used in this Article, the term “good standing” shall apply to bargaining unit members who aspire to achieve the classification of DFC, appointment to Master Deputy, take a pre-screening exam for a higher rank, or promotion to a higher rank and who meet the following criteria:

1. The bargaining unit member’s last two (2) performance appraisals meet or exceed standards;
2. The bargaining unit member has not received any discipline resulting in greater than twelve (12) hours loss of pay and/or benefits, or demoted, within twelve (12) months, determined by the date of the Notice of Disciplinary Action or Discipline Dispute Resolution Process Agreement, prior to the start of the first applicable test;
3. The bargaining unit member has no documented history of excessive absenteeism or abuse of sick time within the last twelve (12) months; and

4. The Sheriff, or his designee, determines the bargaining unit member meets all of the qualifications for the vacancy.

SECTION 2 – Promotional Process

(A) The Sheriff and the PBA agree that, except as provided herein, promotions, including to DFC, shall be governed and administered pursuant to OCSO General Order 4.4.3 (July 1, 2010) and this agreement.

(B) The Sheriff and the PBA agree that, except as provided herein, Master Deputy recognition appointments shall be governed and administered pursuant to OCSO General Order 4.6.2 (May 7, 2010) and this agreement.

SECTION 3 – Deputy First Class Promotional Process

In addition to the criteria set forth in General Order 4.4.3 (July 1, 2010) for bargaining unit members in good standing the following standards shall be applied to the promotional process for Deputy First Class.

(A) At least 90 days prior to each DFC promotional written exam, the Sheriff, or his designee, shall announce agency wide the day or dates on which the exam will be given. A study guide of the information from which the exam will be taken will be provided to eligible bargaining unit members not less than ninety (90) calendar days prior to the exam.

(B) Bargaining unit members who wish to take the exam shall sign up as set forth in the announcement and must meet the eligibility requirements set forth in G.O. 4.4.3 (July 1, 2010) and this agreement.

(C) The Sheriff or his designee shall determine which bargaining unit members are eligible to take the test, the contents of the test, the weight of each question given, and grade the test.

(D) If the identification of a source is required to answer the test question correctly, the source shall be given in the body of the question.

(E) Bargaining unit members will be permitted to review a copy of their completed examination in accordance with Chapter 119, Florida Statutes. A challenge period will be announced and scheduled following the administration of the test and shall provide at least five (5) administrative business days for bargaining unit members to file a test question challenge in writing. The term “administrative business day” means Monday through Friday, excluding holidays, as defined in this Agreement.

SECTION 4 – Deputy First Class Exam and Promotions

(A) The DFC exam shall be a technical knowledge test, non-supervisory in nature that measures job-related information, such as general orders, legal and training bulletins, and agency directives. DFC exams shall each have one hundred (100) questions in multiple choice formats. Each question equals one (1) point.

(B) All bargaining unit members passing the exam with a score of eighty-five (85) points or better will be promoted to Deputy First Class. Promoted candidates shall receive a specialty pay in the amount of \$38.46 for each pay period and uniform stripes which differentiate them from Deputy Sheriffs. The DFC rank is considered non-supervisory in nature. DFC’s who also meet the eligibility requirements for Corporal will be allowed to participate in the Corporal Promotional Process consistent with General Order 4.4.3 (July 1, 2010).

(C) The DFC test will be given no less often than every twenty-four (24) months.

(D) Any grievances relating to DFC promotions and testing shall be handled consistent with and administered in accordance with agency General Orders.

SECTION 5- MASTER DEPUTY APPOINTMENT

(A) The Agency's Master Deputy non-supervisory program is designed for sworn members of the agency, in good standing, to be recognized as Master Deputies based on continuous service and continued development of their skills and education. Eligibility, administration, and selection for the Master Deputy designation shall be as set forth in General Order 4.6.2 (May 7, 2010) and this agreement.

(B) Each Master Deputy shall receive an appointment pay of \$53.84 a pay period.

(C) Any grievances relating to Master Deputy appointment shall be handled consistent with and administered in accordance with agency General Orders.

(D) Recertification for Master Deputy Appointment shall occur not less than every twenty four (24) months. The first recertification cycle shall begin on or before January 1, 2010.

(E) A combined total of one hundred and twenty (120) hours must be achieved during the twenty four (24) month qualification period with a minimum of twenty (20) hours for each category of Community service, expertise sharing, and training, with the additional sixty (60) hours being completed in any one of the

three categories or a combination of the three categories at the bargaining unit member's discretion.

Section 6 – Corporal Promotional Qualification

(A) The Sheriff's Office and PBA agree that, except as provided herein, promotions shall be governed and administered pursuant to OCSO General Order 4.4.3 (July 1, 2010) and this agreement.

(B) In addition to the criteria set forth in General Order 4.4.3, bargaining unit member's in good standing with the OCSO shall be eligible to take the Corporal examination for promotion if one of the following conditions is met at the close of business on the day prior to the day of the technical knowledge exam is given.

1. An OCSO Deputy First Class or Master Deputy has served a period of four (4) continuous years of service as a sworn law enforcement officer with the OCSO; or
2. An OCSO Deputy First Class or Master Deputy has served a period of three (3) continuous years of service as a sworn law enforcement officer with the OCSO and has a two (2) year or greater college degree; or
3. An OCSO Deputy First Class or Master Deputy has served a period of three (3) continuous years of service as a sworn law enforcement officer with the OCSO and has a minimum of four (4) years full-time experience with a branch of the United States military and has been given an honorable discharge with a DD214 on file in Human Resources; or

4. An OCSO Deputy First Class or Master Deputy who has currently served a period of three (3) continuous years of service as a full-time sworn law enforcement officer with the OCSO and has a minimum of four (4) years full-time sworn experience with another law enforcement agency, which may also include previous full-time sworn experience with the OCSO, and has departed that agency in good standing.

(C) After a period of two (2) continuous years from the date of appointment as a Corporal, bargaining unit members in good standing who also meet the criteria set forth in General Order 4.4.3 shall be eligible to take the Sergeant technical knowledge test and, subject to Section 7(C) below, be considered for promotion to Sergeant.

Section 7 - General Promotion Procedures

(A) The Sergeant or Corporal promotional list, once established, will be in effect until the next testing cycle is completed. Upon completion of the cycle, the new list shall become effective and shall be published. Once a Sergeant or Corporal candidate successfully completes all components of the testing process with the established passing score, the candidate shall remain on the list until selected, the candidate requests removal from the list, is no longer in good standing, or he is removed from the list in accordance with this agreement or agency policies.

(B) The testing cycles shall commence every twenty four (24) months absent unforeseen circumstances. Unforeseen circumstances such as unexpected operational needs, natural disasters, hurricanes, major sports or community events, other promotional processes which are already in progress, etc., may require delays in

the testing process and extension of the existing promotional list. PBA will be notified of any delay.

(C) The promotional process to advance to the rank of Corporal or Sergeant shall be as follows:

1. The Sheriff or his designee shall determine the contents of all examinations, tests, interviews, the grading process, the grades and other operational criteria for consideration for promotion consistent with General Order 4.4.3 and this Article.
2. The Sheriff will administer a job-related examination specifically for each rank, predicated on the job duties as required by the OCSO. Challenges to individual scores or questions may be made pursuant to General Order 4.4.3 and not under Article 6.
3. Two (2) Bargaining Unit Sergeants, will be selected by the OCSO as part of the promotional process development team to assist as Subject Matter Experts in the review of appropriate test materials for the Corporal and Sergeant promotional process.
4. At least ninety (90) days prior to each Corporal or Sergeant promotional written examination, the Sheriff's Office shall provide eligible bargaining unit members a study guide from which the examination is taken and the date for the test. The Sheriff's Office shall also notify the bargaining unit members of the phases of the promotional process to be used consistent with paragraph 9 below, sources to be studied, the weight of each phase of the process to

develop the final score, and the eligibility requirements to sit for the examinations.

5. Prior to the administration of the test, the test shall be reviewed for relevancy and accuracy by the Sheriff's Office Human Resources Career Development Staff. Any questions determined to be outside the scope of the duties and responsibilities of the classification shall be eliminated from the test.

6. If the identification of a source is required to answer the test question correctly, the source shall be given in the body of the question.

7. Bargaining unit members will be permitted to review a copy of his completed examination in accordance with Section 119, Florida Statutes. The challenge period will be announced and scheduled following the administration of the test and shall provide at least five (5) administrative business days for bargaining unit members to complete this review. Bargaining unit members must file, in writing, any challenge concerning examination questions during this five (5) administrative business day review period. Challenges to individual scores or questions may be made pursuant to General Order 4.4.3 but not under Article 6.

8. All qualified bargaining unit members who attain a score of eighty-five (85) points or more on a supervisor pre-screener exam will advance to the remaining phases of the promotional process.

9. The Sheriff will determine the weight given to each phase of the promotional process, such as but not limited to supervisory knowledge exam, in-basket exercise, interview and other phases as he deems appropriate.

10. After all phases of the promotional process are completed, the Sheriff shall publish a promotional eligibility list on the agency portal, ranked in numerical order by total score with the highest score achieved listed first, and identifying all bargaining unit members who successfully passed all phases of the promotional process. Bargaining unit members who fail to remain in good standing shall be removed from the promotional eligibility list for twelve (12) months in accordance with this agreement and General Order 4.4.3.

11. If a bargaining unit member is removed from the list in accordance with this agreement or agency policies the list will be adjusted upward until the bargaining unit member is again eligible for promotion. Once the bargaining unit member is eligible for promotion, they will be placed back on the list in their original spot and the list will be adjusted accordingly.

12. The eligibility lists that are created by this Agreement shall be the only lists of candidates eligible for Corporal and Sergeant promotion. These lists shall be posted on the agency Portal.

Section 8 – Supervisory Promotional Packet

Candidates eligible and interested in being considered for promotion may compile a Supervisory Promotional Packet. This packet will be available in Career Development for review at any time by the Sheriff and upper management. Supervisory Promotional Packets will consist of several sections that are designed to provide an overview of each candidate's qualifications. This summary will be useful in assisting the Sheriff in making promotions and appointments. The forms and instructions for completing the Supervisory Promotional Packet will be located on the agency portal. The Sheriff or senior staff may request to review Supervisory Promotional Packets at any time; therefore it will be each candidate's responsibility to ensure their packet is kept up to date. (Appendix F)

Section 9 – Promotion Selection Process

1. In making promotions, the Sheriff shall select from the applicable list of the top thirty-five (35) candidates with the highest scores. The Sheriff shall make promotional selections in the following order: the first selection shall be made from the top five (5) candidates; the next selection shall be made from the top twenty (20) candidates, and the third selection from the top thirty-five (35) candidates. Then the rotation starts anew. Tie scores for the fifth (5th), twentieth (20th) and thirty-fifth (35th) positions shall all be considered for the respective rotational eligibility picks. If the promotional eligibility list includes two or more candidates with the same score, those candidates shall be given the same numerical ranking and shall be afforded equal consideration if they are ranked in the fifth, twentieth, or thirty-fifth position(s). For example, if the promotional eligibility list includes three candidates tied with equal

scores for the twentieth ranking, the top twenty candidates shall consist of the nineteen candidates achieving the highest numerical scores and the three candidates tied with the next highest numerical score, even if that means twenty-two candidates are considered eligible for the top 20.

2. If the Sheriff decides to make another round of promotions at a later date, the rotational selection process referenced in the preceding paragraph shall resume in the proper order. In other words, if the prior round of promotions ended with a selection from the top 5, the Sheriff's first selection in the subsequent round of promotions shall be from the top 20.

3. If a candidate is selected for promotion and subsequently turns the promotion down they will be removed from their current position on the list, the list will then be adjusted upward, and the candidate will be placed back on the list in the thirty-fifth (35) position. As future promotions are made and the applicable list is adjusted upward the candidate will advance upward.

4. When making promotions, if the Sheriff does not select the first candidate on a promotional list the Sheriff or a member of the Sheriff's senior staff will meet with the candidate to discuss opportunities for professional development which may enhance the candidate's selection during future promotional opportunities.

5. The Sheriff will consider a number of factors when making selections for promotion, including but not limited to:

1. Promotional Test Score;
2. Supervisory Promotional Packet;
3. Commendations;

4. Disciplinary History;
5. Education and Training;
6. Assignment(s);
7. Input from sworn and civilian personnel within the agency.

6. When the Sheriff determines that a Corporal or Sergeant vacancy exists, he will make every effort to fill those vacancies within thirty (30) calendar days through promotion or the appropriate transfer process.

7. The actual promotion of one individual over another in any promotional process shall not be subject to the grievance procedure contained in Article 6.

Section 10 – Exceptions

While a posted vacancy is being filled, the Sheriff has the right to fill it temporarily as he sees fit; except in unusual circumstances determined by the Sheriff, the vacancy will be filled within 180 days.

Article 10 GROOMING

The Sheriff and the PBA agree the grooming standards set forth in OCSO General Order 9.1.2 (May 7, 2010) shall apply to bargaining unit members.

Article 11

STRIKE PROHIBITION AND WORK REQUIREMENTS

SECTION 1 - Prohibitions

The PBA shall 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 in furtherance of a strike, slowdown, or concerted abuse of sick leave, or other concerted interruption of work of any kind against the OCSO. The PBA will also not engage in such activities in sympathy for or in support of any other employees or union. The PBA shall be responsible for any act alleged to constitute a breach of this Article if the PBA or any of its officers instigated, authorized, condoned, sanctioned or ratified such action.

“Unauthorized picketing” means any action in furtherance of a strike, slowdown or concerted abuse of sick leave that has the effect of preventing employees from reporting to or continuing work.

SECTION 2 –Bargaining Unit Members

Bargaining unit members will not, under any circumstances or for any reason, call or encourage any strike, slowdown, concerted abuse of sick leave, unauthorized picketing in furtherance of a strike, slowdown, or concerted abuse of sick leave, or any other concerted 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 – Enforcement

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

contract; provided, however, the issue of whether a bargaining unit member engaged in any prohibited activities shall be subject to the grievance procedure of this agreement.

Article 12
PERSONNEL RECORDS

SECTION 1 - Personnel File

(A) All personnel records shall be maintained consistent with applicable law, and specifically Florida's public records law set forth in Chapter 119, Florida Statutes. The Sheriff shall maintain an official Human Resources personnel file for each bargaining unit member which shall be stored at OCSO Human Resources. This shall not preclude supervisors from maintaining working files on subordinates (e.g., notes on performance issues in preparation for personnel evaluations).

(B) If any material is placed in a bargaining unit member's official Human Resources personnel file, he may supplement the public record with a written response.

(C) A bargaining unit member will have the right to review his official Human Resources personnel file, and applicable public records in a supervisor's working file that are subject to disclosure under Florida law, at reasonable times specified by the Sheriff or his designee under the supervision of the designated records custodian, to the extent permitted by law.

(D) If the Sheriff, Sheriff's designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines a document has been placed in the employee's official Human Resources personnel file in error or is otherwise invalid, the document shall be stamped "NOT VALID," placed in an envelope together with a letter of explanation, and maintained in the employee's

official Human Resources personnel file. The contents of the envelope will be disclosed pursuant to the requirements of Florida law.

SECTION 2 - Privacy

Whenever a person not employed by the Sheriff asks to review an employee's official Human Resources personnel file or Professional Standards file, the OCSO will notify the employee, in writing, of the request and the name and affiliation of the person, if the person making the request voluntarily provides such information.

SECTION 3 – Counseling Notes

The parties agree that a written counseling form does not constitute discipline and is not subject to the grievance procedure set forth in this Agreement. Written counseling forms typically document performance issues and related remedial measures. Counseling forms shall be utilized and maintained consistent with agency policy and applicable law. Prior to issuing a counseling form, the issuing supervisor should meet and discuss the issues to be addressed in the counseling form with the bargaining unit member. Only the bargaining unit member may attach a rebuttal to the counseling form. A counseling form shall, at a bargaining unit member's request, be removed from the section level and/or supervisory file twelve (12) months after date of service, unless an additional counseling form or discipline is issued within twelve (12) months of the original counseling form. Under such circumstances the counseling form shall be subject to removal in accordance with the time limits for the later counseling form or disciplinary action.

SECTION 4 –Verbal and Written Reprimands

If an employee is not disciplined for one (1) continuous year from the date the “Notice of Disciplinary Action” is served for a verbal or written reprimand, he or she may request that the verbal or written reprimand be removed from his or her personnel file. This request must be in writing and forwarded via chain of command to the Director of Human Resources. However, the reprimand will be included in records maintained by Professional Standards and it may, except as otherwise provided, be considered for purposes of progressive discipline. Any issue relating to whether a verbal and/or written reprimand was not properly removed from a bargaining unit employee’s file, pursuant to the requirements of this Article, shall be subject to the grievance procedure set forth in this Agreement.

Article 13

COMPLIANCE WITH GENERAL AND SPECIAL ORDERS AND SUBSTITUTION OF MODIFICATIONS

SECTION 1 – General

(A) Except as modified by a specific provision in this Agreement, bargaining unit members must comply with all OCSO policies and procedures (e.g., written directives), including any amendments thereto. Except as specifically set forth in this Agreement, the Sheriff retains sole discretion to formulate and implement policies and procedures as he deems appropriate for the operation of the agency.

(B) Bargaining unit members shall have access to all OCSO written directives.

SECTION 2 – Maintenance of Accreditation

The Sheriff shall have the right to promulgate any policies and procedures necessary to maintain current accreditation.

SECTION 3 – Modifications

(A) When a policy or procedure referred to in this Agreement is modified, the modification shall be substituted in every place in this Agreement where the original appears. The Sheriff will announce all such modifications and provide the PBA with a copy.

(B) The Sheriff will provide the PBA with anticipated adjustments to, amendments of, and proposed new General Orders, Training Bulletins and Special Orders applying to bargaining unit members, in order that the PBA may give comments and/or recommendations on the subject within ten (10) working days (Monday through Friday) from the date submitted.

(C) It is further recognized that there may be emergency situations or exigent circumstances where the Sheriff deems it appropriate to take immediate action regarding General Orders or Special Orders applying to bargaining unit members. In those instances, the PBA will be notified after the fact and may then respond if an adjustment is recommended.

(D) The Sheriff will give serious consideration to the PBA's comments and/or recommendations.

(E) Failure of the Sheriff to comply with this provision shall be grievable in accordance with the provisions of Article 6 of this Agreement.

(F) The impact of such a change(s) will be subject to bargaining provided the PBA makes a legally proper request within seven (7) calendar days after the PBA is notified of the change(s).

(G) The PBA shall not have input into OCSO policies and procedures that do not pertain to bargaining unit members.

SECTION 4 - Improvements

If during the term of this Agreement, the Sheriff provides an additional employment benefit, wage adjustment or salary increase to more than 50% of non-bargaining unit members, the Sheriff shall notify the Association and, upon the request of the Association, negotiate over such benefits, adjustments or increases for bargaining unit members. However, the Sheriff shall have no obligation to negotiate pursuant to this section unless the additional employment benefit, wage adjustment or salary increase provided to more than 50% of non-bargaining unit members exceeds the aggregate amount of any increases in employment benefits, wage adjustments or salary increases provided to bargaining unit members during the term of this Agreement. For purposes of this section, the one-time lump sum payment of \$1,100 to bargaining unit members made by the Sheriff prior to December 17, 2010 shall be included in determining the aggregate amount of any increases in employment benefits, wage adjustments or salary increases provided to bargaining unit members during the term of this Agreement.

Article 14

PERFORMANCE REVIEW

(A) Bargaining unit members shall be evaluated by their supervisors, who shall be held accountable for such reviews in accordance with OCSO General Order 4.6.14 (April 16, 2010). Grievances over performance evaluations shall only be made pursuant to Agency policy.

(B) A bargaining unit member who receives an overall below standards evaluation shall be permitted to grieve it under Article 6 of this Agreement, but only through step 3, the Sheriff or his designee.

(C) Written notification shall be given to an employee whose performance is below standards at least 90 days prior to the end of the rating period. Supervisors shall document justification for below standards ratings.

(D) In the event an employee transfers (pursuant to Article 22) less than ninety (90) days prior to his next annual evaluation, the new supervisor shall be responsible to coordinate completion of the evaluation with the former supervisor. Both supervisors shall sign the evaluation and disagreements shall be noted. If there is a disagreement as to the overall evaluation, the manager of the supervisor completing the evaluation shall determine the overall evaluation.

(E) A bargaining unit member may attach a written rebuttal to the performance evaluation. No other rebuttals will be permitted.

Article 15
SENIORITY

SECTION 1 - Definition

(A) "Agency Seniority" means privileges and other special considerations afforded members of the certified bargaining unit because of their continuous, full-time sworn law enforcement tenure with the OCSO, which includes approved absences due to illness, injury, vacation leave, FMLA, military leave and approved administrative leave.

(B) "Rank Seniority" means the amount of continuous full-time sworn law enforcement service with the agency in the rank of either Corporal or Sergeant. Each rank is independent of the other and upon promotion from Corporal to Sergeant or demotion from Sergeant to Corporal, rank seniority shall commence on the effective date of the newly assigned rank.

(C) For purposes of this Article, the term "unit" shall mean the squad or unit to which the employee is assigned.

Section 2 – Ties in Seniority

When rank or agency seniority is applied for the selection process of one bargaining unit member over another and there is a tie in rank or agency seniority the following rules will apply:

(A) In the event there is a tie in "Rank Seniority", if applicable, between bargaining unit members the agency will then select the bargaining unit member with the most agency seniority.

(B) In the event there is still a tie in agency seniority the agency will obtain the bargaining unit members social security numbers and the

bargaining unit member with the lowest first number in their social security number will be selected for the position. In the event the first number in the social security number is the same the next numbers will be compared until the tie is broken.

SECTION 3 - Vacation and Holiday Selection

(A) Supervisor Bargaining Unit

(1) Members of the Supervisor's Bargaining Unit shall be given preference on vacation requests and holiday leave request(s) based on rank seniority within the unit or squad, whichever applies. In the event two (2) or more supervisory bargaining unit members in the same unit or squad request the same time off, absent mutual agreement between those bargaining unit members and approval by their supervisor, the supervisor shall make the final decision. Members of the Supervisors Bargaining Unit may not request holiday or other time off more than one year in advance. All requests must be made on an agency "Leave Request Form," Appendix D, and given to the unit supervisor or at the discretion of the unit supervisor submitted electronically via e-mail. All submitted "Leave Request Forms" must be signed and dated by the bargaining unit member. If the "Leave Request Form" is submitted electronically the date and time of the e-mail shall serve as the submitted date.

(2) The OCSO will publish the holiday schedule on a timely basis. Members of the Supervisory Bargaining Unit may only request up to four (4) individual agency approved holiday dates off during a single calendar year. Any additional requests by the same bargaining unit member will be considered for approval once a determination has been made that no other bargaining unit members in the unit

or squad desire the same holiday off, in which case the approval shall not be unreasonably denied.

(B) Deputy Bargaining Unit

(1) When members of the Deputy Bargaining Unit request vacation or holiday leave, the OCSO shall give preference within a unit or squad on a “first come, first served” basis. Bargaining unit members may not request holiday or other time off more than one year in advance. The determination of which bargaining unit member requested the time off first will be based solely on the day in which he submitted the vacation or holiday leave request. The request must be made on an agency “Leave Request Form”, Appendix D, and shall be given to the unit supervisor or at the discretion of the unit supervisor submitted electronically via e-mail. All submitted “Leave Request Forms” other than electronic submissions must be signed and dated by the bargaining unit member. If the “Leave Request Form” is submitted electronically the date and time of the e-mail shall serve as the submitted date.

(2) If two (2) or more bargaining unit members in the unit or squad request the same time period off at the same time, the member with greater agency seniority will be given preference. When two (2) bargaining unit members in a unit have the same seniority and request the same time off, their supervisor will make the final decision.

(3) The supervisor shall approve or deny the request within ten (10) days of receiving it. If the requested dates are within the current or next fourteen (14) day pay cycle, the supervisor’s decision shall be made and communicated within

five (5) days or sooner depending on the requested date off and not be unreasonably withheld or denied.

(4) The OCSO will publish the holiday schedule on a timely basis. Members of the Deputy Bargaining Unit may only request up to four (4) individual agency approved holiday dates off during a single calendar year. Any additional requests by the same bargaining unit member will be considered for approval once a determination has been made that no other bargaining unit members in the unit or squad desire that same holiday off, in which case the approval shall not be unreasonably denied.

(C) Cancellation of Approved Vacation

(1) Notwithstanding anything in this Agreement, the OCSO shall have the right to cancel approved leave requests or holiday time because of operational needs determined by the Sheriff's Office. Any decision by the Sheriff's Office, as determined by a Lieutenant/Commander or above, to cancel a block of scheduled time off that consists of 40 hours or more of leave time shall immediately qualify for an appeal to the Step 1 management representative identified in the grievance procedure of this Agreement. At the employee's discretion, an unsuccessful resolution may proceed to Step 2 of the grievance procedure of this Agreement for a final decision. All decisions will be rendered prior to the employee's last day of work preceding the leave period.

(2) A period of one week will equal a minimum of forty (40) hours of requested time off during the OCSO's recognized work week of Sunday

through Saturday, whether the employee utilizes vacation time, compensatory time, administrative FTO award time, or any combination thereof.

(3) Once a vacation or holiday is approved in accordance with this agreement, a request by a more senior employee in the unit may not override the approval.

Article 16

OFF-DUTY EMPLOYMENT

Section 1 – General

Except as provided in Section 2, the Sheriff and the PBA agree off-duty employment per Florida Statute 30.2905 shall be administered and regulated in accordance with OCSO General Order 4.3.1 (May 7, 2010), Special Order 98.0 (May 7, 2010), and Training Bulletin 95-9 (May 7, 2010), as amended.

Section 2 – Minimum Rates

(A) The minimum hourly rate charged off-duty employers shall be Thirty Dollars (\$30.00). Off-duty employers are responsible for remitting all payment for off-duty assignments directly to the bargaining unit members. Bargaining unit members who work off-duty employment are responsible for complying with all applicable laws.

(B) Bargaining unit members shall be compensated at the same rate of pay while working an off-duty detail as a law enforcement officer from another agency working the same detail or the minimum rate established in this Article, which ever is greater.

(C) Approved off-duty jobs no more than two (2) hours in length may be worked by bargaining unit members prior to the start time of their regularly assigned duties or during the middle of their shift, with prior approval from their supervisor.

(D) Bargaining unit members may not work a combination of on-duty and off-duty shifts in excess of eighteen (18) hours in duration within a twenty-four (24) hour period.

(E) An off-duty coordinator and/or scheduler who is on light duty may continue in the capacity as an off-duty coordinator and/or scheduler, unless it is determined by the Sheriff, or designee, that the bargaining unit member is not able to perform these duties due to the light duty injury or illness. Except as authorized by the Human Resources Director, bargaining unit members are prohibited from physically working a law enforcement related off-duty job while on light duty.

Section 3 - Holidays

The minimum hourly rate charged off-duty employers for the following nine (9) holidays shall be forty dollars (\$40.00) per hour: 1) New Year's Day; 2) Memorial Day; 3) Easter 4) Independence Day; 5) Labor Day; 6) Thanksgiving Day; 7) Christmas Eve; 8) Christmas Day; and 9) New Year's Eve.

Section 4 – Administrative Fees

Nothing in this Article shall interfere with the Sheriff's right to determine all administrative charges (e.g. equipment charges, reimbursement fees, cost associated with running the off-duty program, etc.) to be paid by off-duty employers which is in addition to the hourly rate paid to the members of the certified bargaining unit for security services.

Section 5 - Grievances

Any grievances relating to implementation of hourly rates set forth in this Article shall be handled pursuant to Article 6 of this Agreement. Any grievances relating to interpretation and application of OCSO General Order 4.3.1 (May 7, 2010), Special Order 98.0 (May 7, 2010), and Training Bulletin 95-9 (May 7, 2010), as amended shall be handled pursuant to the procedures set forth under Agency General Orders.

Article 17

AGENCY ISSUED VEHICLES

SECTION 1 – General

Except as provided in Section 2, the Sheriff and the PBA agree that vehicles issued by the agency to bargaining unit members shall be administered and regulated in accordance with OCSO General Order 9.1.1 (May 7, 2010) and this agreement.

SECTION 2 – Take Home Vehicles

A. The Sheriff authorizes bargaining unit members who live in Orange, Seminole, Lake, Osceola, Brevard, Polk, and Volusia counties the privilege of using their agency issued vehicles to commute between their home and assigned work station as long as they reside within 20 miles of the Orange County line, determined “as the crow flies” as described in OCSO General Order 9.1.1.

B. Bargaining unit members who reside more than twenty (20) miles (determined “as the crow flies”) beyond the legal boundary of Orange County may not drive their agency issued vehicles to their residences and must park them at an approved location within Orange County.

C. Bargaining unit members who reside outside of Orange County, but within twenty (20) miles (determined “as the crow flies”) of the legal boundary of Orange County, may drive their agency issued vehicles to, and park them at, their homes in accordance with General Order 9.1.1 and this Article.

D. Bargaining unit members residing outside of Orange County must provide their supervisor with verifiable mileage from their home to the Orange County line upon their supervisor’s request, for every performance evaluation, and whenever they change their home address.

E. Bargaining unit members who meet the requirements of paragraph C of this Section shall pay a bi-weekly fee to reimburse the OCSO for expenses associated with the privilege of driving agency issued vehicles beyond the Orange County boundary. The bi-weekly fee shall be calculated as follows:

Distance from County Line to Residence	Reimbursement Rate
0 - 10 miles	\$ 10 per pay period
10.01 – 20.0 miles	\$ 25 per pay period

F. Bargaining unit members shall not be required to pay the above applicable reimbursement when their assigned vehicle is out of service, and they have not been provided the use of another vehicle. In order to receive the prorated reimbursement bargaining unit members are required to notify Fiscal Management, in writing with the dates their assigned vehicle was out of service. This notification must be made within fifteen (15) days of the bargaining unit member’s assigned vehicle being returned to service.

SECTION 3 – Out of Service Vehicles

A. Bargaining unit members are not required to drive an unsafe vehicle. A bargaining unit member shall immediately report an unsafe vehicle to his immediate supervisor.

B. Bargaining unit members are responsible for changing flat or inoperable tires on their agency issued vehicles. Prior to changing a flat or inoperable tire, bargaining unit members shall move their vehicle to the nearest safe location

C. Bargaining unit members are not required to change batteries.

Article 18

LEAVE, WORKERS COMPENSATION, DISABILITY & PERSONNEL ISSUES GRIEVANCE PROCEDURES

SECTION 1 – General

All leave benefits set forth in OCSO General Orders, including but not limited to Holiday Leave G.O. 4.1.2 (February 8, 2010), Annual Leave G.O. 4.1.0 (February 8, 2010), Sick Leave G.O. 4.1.3 (May 7, 2010), Administrative Leave G.O. 4.1.4 (May 1, 2009), Worker's Compensation G.O. 4.6.19 (January 30, 2009), Disability, Light Duty/Limited Duty G.O. 4.1.5 (May 7, 2010), and Family Medical Leave G.O. 4.1.6 (January 30, 2009), shall be applicable to all bargaining unit members and administered in accordance with such General Orders except as provided below.

SECTION 2 – Definitions

For purposes of this Article, immediate family shall be defined to include husband, wife, father, stepfather, father-in-law, mother, stepmother, mother-in-law, grandparent, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law,

brother, stepbrother, sister, stepsister, grandchild, step-grandchild and/or any ward of any employee living in the same household.

SECTION 3 – Holiday Leave, OCSO General Order 4.1.2 (February 8, 2010)

(A) Bargaining unit members shall receive the following ten (10) holidays during the calendar year. Bargaining unit members with Monday thru Friday operating schedules will recognize the “Observed Holiday.” Bargaining unit members assigned to 24/7 shifts will observe the “Actual Holiday”.

2010 Holidays

Actual Holidays

Thanksgiving Day, Thursday, November 25th
Day After Thanksgiving, Friday, November 26th
Christmas Eve, Friday, December 24th
Christmas Day, Saturday, December 25th
New Years Eve, Friday, December 31st

Observed Holidays

Thanksgiving Day, Thursday, November 25th
Day After Thanksgiving, Friday, November 26th
Christmas Eve, Thursday, December 23rd
Christmas Day, Friday, December 24th
New Years Eve, Friday, December 31st

2011 Holidays

Actual Holidays

New Year’s Day, Saturday, January 1st
Presidents Day, Monday, February 21
Memorial Day, Monday, May 30
Independence Day, Monday, July 4th
Labor Day, Monday, September 5
Thanksgiving Day, Thursday, November 24th
Day After Thanksgiving, Friday, November 25th
Christmas Eve, Saturday, December 24th
Christmas Day, Sunday, December 25th
New Year’s Eve, Saturday, December 31st

Observed Holidays

New Year’s Day, Monday, January 3rd
Presidents Day, Monday, February 21
Memorial Day, Monday, May 30
Independence Day, Monday, July 4th
Labor Day, Monday, September 5
Thanksgiving Day, Thursday, November 24th
Day After Thanksgiving, Friday, November 25th
Christmas Eve, Friday, December 23rd
Christmas Day, Monday, December 26th
New Year’s Eve, Friday, December 30th

2012 Holidays

Actual Holidays

New Year's Day, Sunday, January 1
Presidents Day, Monday February 20th
Memorial Day, Monday, May 28
Independence Day, Wednesday, July 4
Labor Day, Monday, September 3
Thanksgiving Day, Thursday, November 22
Day After Thanksgiving, Friday, November 23
Christmas Eve, Monday, December 24
Christmas Day, Tuesday, December 25
New Year's Eve, Monday, December 31st

Observed Holidays

New Year's Day, Monday, January 2
Presidents Day, Monday, February 20th
Memorial Day, Monday, May 28
Independence Day, Wednesday, July 4
Labor Day, Monday, September 3
Thanksgiving Day, Thursday, November 22
Day After Thanksgiving, Friday, November 23
Christmas Eve, Monday, December 24
Christmas Day, Tuesday, December 25
New Year's Eve, Monday, December 31st

(B) In addition to the ten (10) recognized holidays referenced above, bargaining unit members shall receive two (2) floating holidays off per calendar year. Floating holidays must be taken during the calendar year and will not carry over from one year to the next.

(C) Bargaining unit members assigned to the Courthouse shall receive eleven (11) paid holidays throughout the year as designated by the Chief Judge and a floating holiday off. The floating holiday must be taken during the calendar year and will not carry over from one year to the next.

SECTION 4 – Annual Leave, OCSO General Order 4.1.0 (February 8, 2010)

(A) The accrual rates of annual leave are as follows:

Years of Service	Accrual Rate	Days Given
------------------	--------------	------------

Up to 5 full years	3.69/hrs. bi-weekly	12
On the 6 th anniversary	4.61/hrs. bi-weekly	15
On the 11 th anniversary	6.15/hrs bi-weekly	20
On the 16 th anniversary	7.69/hrs. bi-weekly	25

(B) Bargaining unit members may accrue a maximum annual leave balance of 580 hours.

SECTION 5 – Sick Leave, OCSO General Order 4.1.3 (May 7, 2010)

(A) Bargaining unit members accrue sick leave at the rate of 3.69 hours bi-weekly. Sick leave balances shall be carried over from year to year. Sick leave may be utilized for:

1. Personal incapacitation by reason of illness, injury, pregnancy, or related childbirth recuperation.
2. In the event a parent wishes to be home with a “well” child, the parent may take up to six (6) weeks sick leave during the first twelve (12) months after the birth, adoption or foster care placement of the child. This time would run concurrent with any other eligible leave under this policy.
3. In the case where both parents are bargaining unit members, only one (1) parent/member may take sick leave to care for a “well” baby. If desired, each may share the responsibility, at different intervals, however they shall receive a combined total of six (6) weeks; not six (6) weeks leave per member.
4. Care and attendance of an immediate family member afflicted with an illness or injury.
5. Medical/dental/optical appointments.

(B) Bargaining unit members shall not be required to provide a doctor's excuse if they are out sick for less than three (3) days, unless requested by the division commander.

(C) Bargaining unit members shall be awarded bonus vacation for the use of little or no sick leave during the calendar year in accordance with the following schedule:

Hours of Sick Leave Used	Hours of Bonus Vacation
0 Hours	24 Hours
.50 Hours – 16 Hours	16 Hours
16.50 Hours – 24 Hours	8 Hours
More than 24 Hours	0 Hours

(D) Bargaining unit members honorably separating from the agency after the effective date of this Agreement shall be paid one quarter (1/4) of their accumulated sick leave after ten (10) years of continuous service or one third (1/3) of their accumulated sick leave after twenty five (25) years of continuous full time service with the OCSO at their hourly rate at the time of separation. This subsection shall not apply to bargaining unit members who are involuntarily separated from the OCSO or who resign without two (2) weeks notice, unless the Sheriff, on a case by case basis, agrees otherwise.

(E) In the event of a line of duty death of a bargaining unit member, payment for all unused sick leave will be made to the estate or appropriate survivor of the bargaining unit member or as provided by law, at the rate of pay the bargaining unit member was earning at the time of death.

SECTION 6 – Administrative Leave, OCSO General Order 4.1.4 (May 1, 2009)

(A) Bereavement Leave –

(1) Bargaining unit members may be granted up to 40 hours of leave with pay within two weeks following a death of an immediate family member as defined within Section 2 of this Article.

(B) Military Leave –

(1) Bargaining unit members on military leave are covered under the Uniformed Services and Reemployment Act. For combat or war-time related activation, the Sheriff's Office shall pay a bargaining unit member's salary for the first 30 days of military leave. After the first 30 days of this activation, should the bargaining unit member receive a loss in compensation to an amount less than their normal Sheriff's office salary due to a lower military base pay, the Sheriff's Office shall pay the bargaining unit member the difference. Education incentive, longevity pay, deputy first class and master deputy pay shall continue but are included in the calculation of the bargaining unit member's Sheriff's Office base pay for purposes of determining whether supplemental pay is due. Specialty pay and reimbursement for loss of off-duty pay will not be compensated as these pays are based on physical functions of specific jobs.

SECTION 7 – Extended Leave

(A) A bargaining unit member with 20 or more years of service, in good standing, may request the Sheriff's approval, via chain of command, to take up to 90 days of leave utilizing, his or her accrued vacation time and/or compensatory time to reach their retirement date. This benefit applies regardless of their retirement plan option.

(B) During the 90 day period of leave the bargaining unit member's vacation and sick leave accruals will cease. The bargaining unit member will still receive benefit for any holidays that fall within the 90 days. Floating holidays cannot be taken during this time and should be utilized prior to the extended leave period.

(C) When the bargaining unit member begins the 90 day extended leave period, they will be placed into an administrative status for payroll purposes. For accuracy of calculations, the bargaining unit member will be placed into a schedule showing them working Monday through Friday, and 40 hours per week regardless of what schedule they may have been working prior to the beginning the 90 days of extended leave.

(D) At the expiration of their approved vacation and compensatory extended leave of up to 90 days, the bargaining unit member will be officially separated. The bargaining unit member will be paid for any remaining vacation and compensatory time, as well as the percentage of sick leave they are credited.

SECTION 8 - Worker's Compensation

Bargaining unit members will be compensated full salary in lieu of workers compensation indemnity benefits for the entire period of their authorized disability as determined by an authorized Agency physician.

SECTION 9 – Grievance Process

Any grievances relating to military leave/pay, ADA, FMLA, disability, group health/supplemental insurance benefits or workers compensation related issues shall be handled consistent with administration in accordance with the respective General Order and through the Human Resources Director or designee.

Article 19

EQUIPMENT, UNIFORMS, CLOTHING ALLOWANCES AND LOSS/DAMAGE TO PERSONAL PROPERTY

SECTION 1 - Uniforms

(A) Except as modified herein, the Sheriff and the PBA agree that for the duration of this Agreement uniforms and equipment shall be provided to bargaining unit members in accordance with OCSO General Order 9.1.2 (May 7, 2010).

(B) Bargaining unit members assigned to S.R.O., UPD, TAC, POPS, and TOPS duties are permitted to wear the Class C uniform, issued by the agency, in accordance with General Order 9.1.2, from Memorial Day through September 30th or while conducting approved bicycle patrols.

(C) Bargaining unit members shall wear the Class A or B uniform or appropriate business attire when testifying in all judicial proceedings, attending community meetings, speaking engagements, or other special event where a supervisor/manager deems the Class C uniform to be inappropriate.

SECTION 2 – Clothing Allowance

(A) Bargaining unit members shall receive an annual clothing allowance of \$1,040.00 (\$40 bi-weekly) while assigned to the following squads/units:

Accreditation	Domestic Violence
Auto Theft	Economic Crimes
Background Investigations	Extraditions
Central Florida Organized Task Force	Forensics
Child Abuse	Homicide
Computer Crimes	Intelligence Squad

Joint Terrorism Task Force

Property Sector III

Missing Persons

Property Sector IV

Organized Crime

Robbery

Persons

Sector V Investigations

Property Sector I

Sector VI Investigations

Property Sector II

Sex Crimes

(B) Bargaining unit members shall receive an annual clothing allowance of \$520.00 (\$20 bi-weekly) while assigned to the following:

Investigative Support Squad

Felony

Court Fugitive

Electronic Surveillance Support Team

Gang Unit

Sex Offender Surveillance Squad

MBI

Truancy Suppression Unit

Street Drugs/Narcotics

SECTION 3 – Shoe Allowance

Each bargaining unit member shall receive an annual shoe allowance of \$100.00, to be paid in the first pay period of January of each calendar year, unless the OCSO provides him with specialized shoes or footwear to be worn during their regular, normal duty assignment.

SECTION 4 – Loss/Damage to Personal Property

Bargaining unit members shall be reimbursed for personal property lost or damaged while on duty pursuant to OCSO General Order 4.6.9 (January 30, 2009).

Article 20

EDUCATIONAL ASSISTANCE AND TRAINING

SECTION 1 – General Information

(A) The Sheriff is committed to encouraging bargaining unit members to pursue advanced educational opportunities to enhance their professional development and value to the agency. Therefore, all bargaining unit members shall have equal access to the educational assistance program provided in OCSO General Order 4.3.2 (May 7, 2010) and shall be governed by its provisions. Bargaining unit members are eligible for reimbursement of 100% of tuition and book costs up to a maximum of \$1,500.00 per fiscal year. The Sheriff reserves the right to suspend educational assistance benefits for all bargaining unit members due to budgetary constraints; provided, however such decision shall be subject to the grievance procedures of this contract, through Step 3.

(B) A bargaining unit member may, with the approval of the immediate supervisor, attend such courses while on duty.

Article 21 ACTING RANKS

SECTION 1 – Working Temporarily in a Higher Classification

Any bargaining unit member who is directed by a supervisor to act in a higher promotional classification for a continuous period of 80.0 hours or more shall be entitled to placement in the salary range of the higher promotional classification. The bargaining unit member shall receive an increase in base salary during the period of assignment which shall be retroactive to the initial date of the acting assignment. The bargaining unit member shall be placed in a pay step which results in an increase of a minimum of 3% consistent with policy.

SECTION 2 - Removal

Any bargaining unit member may be removed from an acting rank assignment in order to facilitate training opportunities for other bargaining unit members; however, a bargaining unit member shall not be removed from an acting rank assignment solely for the purpose of avoiding payment under this Article.

SECTION 3 - Limitations

Unless the Sheriff decides otherwise for operational reasons, a bargaining unit member may be assigned to a permanent vacancy in a higher rank for no more than one hundred eighty (180) continuous days.

Article 22
TRANSFER OR CHANGE IN ASSIGNMENT

Bargaining unit members who have successfully completed their probationary period in their position and who meet all eligibility requirements shall have the opportunity to request a transfer to vacant positions in accordance with the provisions of this Article, General Order 4.4.2 (April 16, 2010) and General Order 4.4.3 (July 1, 2010).

For purposes of this Article, the term “unit” shall mean the squad or unit to which the bargaining unit member is assigned.

SECTION 1 – Full Time Specialty Units

(A) Except as provided in this Article, permanent position vacancies in a Unit within a Section shall be filled in accordance with General Orders 4.4.2 (April 16, 2010) and 4.4.3 (July 1, 2010). Any subsequent vacancies in that same position shall be filled from the active list of remaining candidates. The list will remain valid for 120 consecutive days from the date it is approved by the Director of Human Resources or designee.

(B) Fulltime specialty units with multiple squads -

1. The Section Commander shall post permanent vacancies in a fulltime specialty unit with multiple squads by first advertising to all interested bargaining unit members within that specific unit for seven (7) calendar days. The Section Commander shall determine which vacancies will be posted based on manpower allocation and operational needs.

2. Interested bargaining unit members on one of the squads must apply to the Section Commander by submitting an email or written memorandum during this seven (7) day posting period.

3. The Section Commander shall evaluate all timely requests received from eligible bargaining unit members and make a selection consistent with Section 6.

4. A bargaining unit member within the multi-squad unit who is interested in another position that may become vacant due to personnel movement caused by the original seven (7) day posting must submit a memorandum or e-mail of interest, via Chain of Command, identifying the specific position of interest. The memorandum of interest must be submitted within the original seven (7) day posting. Any vacancies created by movement into the posted position may be filled from the memorandum of interest, contingent on operational needs.

5. After all personnel movement within the squad has been completed, if any, the resulting vacancy shall be filled first from an active Transfer Review Board list for that same position. If one does not exist, another Transfer Review Board process shall begin in accordance with General Order 4.4.3 (July 1, 2010).

6. The Section Commander shall notify all applicants when the vacancy is filled.

7. When a vacancy is filled through the Transfer Review Board pursuant to this subsection, the bargaining unit member will not be required to complete a twelve (12) month probationary period in that position before transferring to another squad within that specialty unit; however, bargaining unit members must complete the

twelve (12) month position probationary period prior to applying for another position through the Transfer Review Board process.

(C) Bargaining unit members who transfer to a specialty unit through the Transfer Review Board process and elect to transfer to Uniform Patrol prior to the end of their twelve (12) month position probationary period must complete the remaining portion of their probationary period in Uniform Patrol prior to becoming eligible to apply for and participate in another Transfer Review Board process. Bargaining unit members are eligible to apply for a seven (7) day Uniform Patrol Squad positing during the remainder of their position probation in accordance with Section 3 of this Article.

SECTION 2 - Permanent Vacancies in Court Security Squad Assignments

(A) The Section Commander shall post permanent vacancies involving squad assignments within the Court Security Section by first advertising to all interested bargaining unit members within the Court Security Section for seven (7) calendar days. The Section Commander shall determine which vacancies will be posted based on manpower allocation and operational needs.

1. Interested bargaining unit members on one of the squad assignments must apply to the Section Commander by submitting an email or written memorandum during this seven (7) day posting period.

2. The Section Commander shall evaluate all timely requests received from eligible bargaining unit members and make a selection consistent with Section 6.

3. A bargaining unit member within one of the Court Security squads who is interested in another position that may become vacant due to personnel

movement caused by the original seven (7) day posting must submit a memorandum of interest, via Chain of Command, and an email, identifying the specific position of interest. The memorandum of interest must be submitted within the original seven (7) day posting period. Any vacancies created by movement into the posted position may be filled from the memorandum of interest, contingent on operational needs.

4. After all personnel movement within the squad has been completed, if any, the resulting vacancy shall be filled first from an active Transfer Review Board list for that same position. If one does not exist, another Transfer Review Board process shall begin in accordance with General Order 4.4.3 (July 1, 2010).

5. The Section Commander shall notify all applicants when the vacancy is filled.

6. When a vacancy is filled through the Transfer Review Board or a seven day posting, pursuant to this subsection, the bargaining unit member will be required to complete a six (6) month probationary period in that position before transferring to another squad within the Court Security Section; however, bargaining unit members must complete the twelve (12) month position probationary period prior to applying for another position through the Transfer Review Board process.

7. Bargaining unit members who transfer to the Court Security Section through the Transfer Review Board process pursuant to this Section and elect to transfer to Uniform Patrol prior to the end of their twelve (12) month position probationary period must complete the remaining portion of their probationary period in Uniform Patrol prior to becoming eligible to apply for and participate in another Transfer Review Board process. Bargaining unit members are eligible to apply for a seven (7)

day Uniform Patrol Squad posting during the remainder of their position probation in accordance with Section 3 of this Article.

8. Bargaining unit members assigned to the Court Security Section are eligible to be assigned to the Court Emergency Response Team (CERT), Critical Incident Stress Management Team (CISMT) and Crisis Intervention Team (CIT). The Division Commander shall determine how many bargaining unit members within the Court Security Section can be assigned to each team and may deny a bargaining unit member from participating in training or call out based on manpower and operational needs.

SECTION 3 - Permanent Vacancies on Uniform Patrol Squads

(A) A Sector Commander shall post permanent vacancies involving a Sector Patrol squad by advertising agency-wide to interested bargaining unit members for seven (7) calendar days. The Sector Commander shall determine which vacancies will be posted based on manpower allocation and operational needs.

1. Interested bargaining unit members must apply to the Sector Commander by submitting an email or written memorandum during this seven (7) day posting period.

2. The Sector Commander shall evaluate all timely requests received from eligible bargaining unit members and make a selection consistent with Section 6.

3. The Sector Commander shall notify all qualified bidders when the vacancy is filled.

4. Once a bargaining unit member is notified of the results, the member selected for the position will be transferred to that position, when manpower permits and must complete three (3) months in that position, from the date they were notified of their selection, before being eligible to apply for another seven (7) day posting period.

5. In the event that no bargaining unit member applies for a posted patrol vacancy and the position is not filled administratively within thirty (30) days from the date the posting came down, and the agency subsequently decides to fill the position, it shall be reposted in accordance with this section.

Section 4 – Sector 5 and 6 Investigative Squads

(A). Sector 5 and 6 investigative squads are considered fulltime specialty assignments consistent with General Order 4.4.3 and shall be exempt from the seven (7) calendar day posting process specified in this Article and shall be filled through the Transfer Review Board process. Bargaining unit members assigned to Sector 5 and 6 investigative squads who have completed their twelve (12) month position probationary period are eligible for transfer to any Criminal Investigations Division vacancy consistent with Section 5.

(B). A bargaining unit member who transfers to a Sector 5 or 6 investigative squad through the Transfer Review Board process and elects to transfer to Uniform Patrol prior to the end of their twelve (12) month position probationary period must complete the remaining portion of his probationary period in Uniform Patrol prior to becoming eligible to apply for and participate in another Transfer Review Board process. Bargaining unit members are eligible to apply for a seven (7) day Uniform

Patrol Squad posting during the remainder of their position probation in accordance with Section 3 of this Article.

SECTION 5 - Permanent Vacancies on Field Training Officer Squads

(A) The Section Commander shall post permanent vacancies involving squad assignments on Field Training Officer squads within the Field Training and Evaluation Unit by first advertising within the unit to interested bargaining unit members for seven (7) calendar days. The Section Commander shall determine which vacancies will be posted based on manpower allocation and operational needs.

1. Interested bargaining unit members must apply to the Sector Commander by submitting an email or written memorandum during this seven (7) day posting period.

2. The Sector Commander shall evaluate all timely requests received from eligible bargaining unit members and make a selection consistent with Section 6.

3. A bargaining unit member currently assigned to an FTO squad who is interested in another position that may become vacant due to personnel movement caused by the original seven (7) day posting must submit a memorandum of interest, via Chain of Command, and an email, identifying the specific position of interest. The memorandum of interest must be submitted within the original seven (7) day posting. Any vacancies created by movement into the posted position may be filled from the memorandum of interest, contingent on operational needs.

4. After all personnel movement within the unit has been completed, if any, the resulting vacancy shall be filled first from an active Transfer

Review Board list for that same position. If one does not exist, another Transfer Review Board process shall begin in accordance with General Order 4.4.3

5. The Section Commander shall notify all applicants when the vacancy is filled.

6. When a vacancy is filled through the Transfer Review Board pursuant to this subsection, the bargaining unit member will not be required to complete a twelve (12) month probationary period in that position before transferring to another squad assignment within the Field Training and Evaluation Unit; however, bargaining unit members must complete the twelve (12) month probationary period for that position prior to applying for another position through the Transfer Review Board process.

7. Bargaining unit members who transfer to an FTO squad through the Transfer Review Board process and elect to transfer to Uniform Patrol prior to the end of their twelve (12) month position probationary period must complete the remaining portion of their probationary period in Uniform Patrol prior to becoming eligible to apply for and participate in another Transfer Review Board process. Bargaining unit members are eligible to apply for a seven (7) day Uniform Patrol Squad posting during the remainder of their position probation in accordance with Section 3 of this Article.

SECTION 6 – Transfer Eligibility Criteria

(A) Except as otherwise provided in this Article, permanent vacancies are to be filled based on seniority as defined in Article 15 when a bargaining unit member meets the following criteria:

1. The bargaining unit member's last performance appraisal meets or exceeds standards;

2. The bargaining unit member has no discipline of a level of suspension, resulting in greater than twelve (12) hours loss of pay and/or benefits, or demotion, within the last twelve (12) months.

3. The bargaining unit member has no documented history of excessive absenteeism or abuse of time within the last twelve (12) months; and

4. The bargaining unit member meets the specific requirements for the position.

5. The Sheriff, or his designee, determines the bargaining unit member meets all of the qualifications for the vacancy.

Section 7 - Cross-Training Opportunities

Bargaining unit members who cross-train within another division for career development are not guaranteed an immediate transfer opportunity when their chosen position of interest becomes available.

Section 8 – Homicide Squad

(A) The Division Commander shall post a permanent vacancy arising in the Homicide squad agency wide for seven (7) days. The announcement will include the qualifications for the vacancy. Interested bargaining unit members may apply for the vacancy by filing a resume with the Division Commander within the time frame set forth in the announcement. The Sheriff, or his designee, will consider all timely filed resumes of applicants whom the Division Commander considers qualified and the Sheriff, or his designee, shall select the applicant whom he considers best qualified. The Division Commander shall notify all applicants when the vacancy is filled.

(B) Bargaining unit members who serve five (5) or more continuous years in the Homicide Unit may request an administrative transfer out of the Homicide Unit.

Section 9 – Special Projects Deputy

The Sector Captain shall post agency wide for seven (7) days a permanent vacancy for a Special Projects Deputy position. Bargaining unit members may apply for the position by submitting their name and resume to the Sector Captain within the times set in the announcement. The Sector Captain or his designee will make his selection and notify all candidates of the selection.

Section 10 - Other Transfers

The Sheriff reserves the right to deny a transfer based on seniority to positions of sensitivity, to include the Criminal Intelligence Unit, ESST Squad, Professional Standards, Public Information Office, and Staff Inspections when the Sheriff finds administrative transfers to be appropriate. The Sheriff reserves the right to administratively assign employees departing the Criminal Intelligence Unit, ESST Squad, Professional Standards, Staff Inspections, and Public Information Office after serving a minimum of two (2) continuous years in that capacity.

Section 11 - Training Requests

(A) Bargaining unit members who submit training requests at the unit or squad level must meet the criteria set forth below to be considered:

1. The bargaining unit member's last performance appraisal meets or exceeds standards;

2. The bargaining unit member has no suspension involving a loss of pay and or benefits of twenty (20) or more hours or demotion within the last twelve (12) months;

3. The bargaining unit member has no documented history of excessive absenteeism or abuse of time within the last twelve (12) months; and

4. The bargaining unit member has not been approved for and attended another training course or class within the last twelve (12) months.

(B) When two (2) or more bargaining unit members in the same unit or squad request the same training prior to the supervisor's submission, the senior member's request will be forwarded for further consideration.

Section 12 – Reassignment, Transfer, or Change in Assignment

(A) Nothing in this Article shall be construed to prevent the Sheriff, at his discretion, from reassigning, transferring, or changing a bargaining unit member's assignment based on operational efficiency, the needs of the agency, or a bargaining unit member's personal or professional hardship. When the Sheriff exercises his discretion pursuant to this section, he will make a good faith effort to consider the needs and circumstances of the bargaining unit member prior to taking such action. If the Sheriff exercises his discretion pursuant to this section, the procedures set forth in this Article are not applicable. Additionally, the Sheriff's exercise of discretion pursuant to this Article shall not be subject to the grievance procedures of this Agreement.

(B) The Sheriff shall make a good faith effort to provide the bargaining unit member with a minimum of five (5) calendar days notice prior to effecting any

reassignment or transfer pursuant to this Section. The parties agree that prior notification shall not be required during emergencies or other extraordinary conditions.

(C) The Sheriff reserves the right to temporarily fill vacancies, at his discretion, while posted vacancies are being filled. Except in unusual circumstances determined by the Sheriff, the vacancy will be filled within 180 days.

Article 23

WORKDAY, WORKWEEK AND OVERTIME

SECTION 1 – General

Except as modified herein, the Sheriff and the Association agree the hours of work, overtime and compensatory time for bargaining unit members shall be administered and regulated in accordance with OCSO General Order 4.2.4 (January 30, 2009) and General Order 4.2.3 (April 16, 2010) and the Fair Labor Standards Act.

SECTION 2 – Normal Work Schedule

The normal work schedule for bargaining unit members shall be an eight (8), ten (10), or eleven and one half (11 ½) hour daily shifts that total eighty (80) hours bi-weekly, depending on the bargaining unit members work assignment. All the rest periods shall be considered as hours worked. As determined by the Sheriff, meal periods may be considered hours worked depending on the bargaining unit member's assignment.

SECTION 3 – Overtime and Compensatory Time

(A) Actual hours worked in excess of 82 hours in an established 14 day work cycle shall be considered overtime and shall be compensated by payment at time

and one half the bargaining unit members regular rate of pay, or at the employee's option, compensatory leave equal to one and one half times the number of hours worked, within the caps established by this Article. A supervisor may release a bargaining unit member from duty (e.g. flextime) for the remainder of a normal scheduled work period for the purpose of eliminating the need for overtime compensation. Additionally, a bargaining unit member shall not receive overtime compensation for leave hours, to include Floating Holidays, if these additional hours occur after the bargaining unit member has earned the eighty (80) basic hours.

(B) Time spent by bargaining unit members attending pre-shift briefings, fueling or otherwise maintaining an assigned agency vehicle, during their regularly designated work shift, shall be considered time worked for purposes of determining overtime.

(C) Upon separation, unit employees will be paid for all unused compensatory leave. Such leave shall be paid at the rate of pay the employee was earning at the time of separation.

(D) The maximum accrued comp time balance shall be no more than 120 hours.

(E) To help reduce the OCSO's necessity to amend timesheets to ensure compliance with General Orders and this Agreement, the Association agrees to periodically post educational bulletins on the Association's bulletin boards, including examples of properly completed timesheets.

Article 24
COURT APPEARANCES, ON-CALL AND RE-CALL

SECTION 1 – Court Appearances

(A) Except as provided herein, the Sheriff and the PBA agree that court-related appearances for bargaining unit members shall be administered and regulated in accordance with OCSO General Order 16.1.14 (December 21, 2009).

(B) A bargaining unit member who receives a subpoena to appear as a witness at a time falling outside of his regularly assigned work hours shall be compensated for actual time worked, or a minimum of two and one half (2 ½) hours, whichever is greater. Time spent traveling to and from the required appearance, as well as the time spent actually attending the event, shall be considered as actual time worked. A bargaining unit member shall not be compensated simply because he was notified of a possible court appearance, placed on standby, or for court cases involving non-OCSO related duties.

(C) A bargaining unit member who is required by subpoena to appear more than once during a day will be compensated for an additional two (2) hour minimum provided the second subpoena requires his appearance one hour or more after the release from the first subpoena. If the second subpoena requires his appearance less than one hour after the release from the first subpoena, the bargaining unit member will be compensated as continuous time.

SECTION 2 – Call-Back Time

(A) Bargaining unit members who have left the work place and who are ordered or otherwise directed to physically return to work more than one hour after

completing a scheduled shift shall be paid a minimum of two (2) hours. Bargaining unit members who are ordered or directed to physically return to work less than one hour after completing a scheduled shift shall be paid for all time commencing from the completion of the previously completed shift, except in those circumstances described in Section 2 (B).

(B) This Section also applies when a bargaining unit member is required to provide a statement to an investigative unit at a time which begins more than two (2) hours before his or her scheduled shift or more than one (1) hour after his scheduled shift is completed.

(C) If the bargaining unit member is ordered or directed to physically return to work to correct his own error or omission which cannot wait until the bargaining unit member's next shift, he shall only be compensated for actual time worked.

Article 25 WAGES

SECTION 1 - Wages

(A) Effective the payroll period beginning September 20, 2009, bargaining unit members will be compensated according to the pay plans set forth in Appendix E and shall not advance in merit steps or receive pay increases for the duration of this contract or as agreed to by the parties pursuant to the re-opener provisions of this Article or Article 33, Duration.

(B) All bargaining unit members will receive a one-time lump sum payment of \$1,100 (no increases to base rate of pay, no merit increases, or cost of living adjustments) payable no later than December 17, 2010.

(C) All future wage adjustments, if any, shall be negotiated among the parties pursuant to Article 33, Duration.

SECTION 3 - Economic Re-opener Based on Funding Shortfall

The wages and other economic benefits provided in this Agreement are based on anticipated revenue from Orange County Government and from other sources. In the event the Sheriff is not provided or is notified that he will not be provided all of the anticipated funds, the Sheriff shall have the option but not the obligation to reopen all or any of the economic sections or subsections of the Agreement, including but not limited to Articles 24, 25, 26, 27, and 28. Notice of reopening shall be made in writing to the PBA President within forty five (45) days of the date on which the Sheriff was made aware of the revenue shortfall. In the event the Sheriff elects to reopen any section or subsection of this Agreement, the PBA, with written notice to the Sheriff within fifteen (15) days of receipt of the Sheriff's Notice, may similarly reopen any other section or subsection of this Agreement having a fiscal impact. Any dispute shall be resolved pursuant to the statutory impasse procedure set forth in Florida Statutes Chapter 447 and not under Article 6.

Article 26

EQUIPMENT AND SERVICE AWARDS

SECTION 1 – Award Program

The Sheriff and the PBA agree that the program of recognition awards set forth in OCSO General Order 4.7.0 (May 20, 2009) shall apply to bargaining unit members.

SECTION 2 – Retirement Award

Bargaining unit members who retire (honorably and in good standing) under any provision of the Florida Retirement System after at least ten years of full time service with the OCSO, or under medical disability retirement, shall receive their badge, service revolver or pistol, if one had been issued as part of the employee's equipment, and an identification card clearly marked "RETIRED."

SECTION 3 – PBA Ribbon

The Agency will distribute a PBA Ribbon to active, dues-paying members of the PBA upon the member's request.

SECTION 4 - Awards Committee

The PBA President may select one (1) bargaining unit member to be assigned to the Sheriff's Office Awards Committee.

Article 27

INSURANCE BENEFITS

SECTION 1 – Participation and Premium Cost

(A) The Sheriff and the PBA agree that for the duration of this Agreement, insurance benefits shall be provided and administered to bargaining unit members in accordance with OCSO General Order 4.3.0.

(B) The Sheriff's Office will make available a group health insurance program to bargaining unit members at the same level that such group health insurance program is provided to other Sheriff's Office employees. For the pay periods of Fiscal Year 2010/2011 (September 19, 2010 through September 17, 2011), the Sheriff's Office

shall pay one hundred percent (100%) of the cost of the HRA Green (core) plan for bargaining unit members, eighty nine percent (89%) of the employee + spouse HRA Green (core) plan coverage, eighty nine percent (89%) employee + child(ren) HRA Green (core) plan coverage and eighty nine percent (89%) employee + family HRA Green (core) plan coverage for those bargaining unit members participating in the Wellness Incentive Program. If bargaining unit members choose not to participate in the Wellness Incentive Program, their premiums will be increased \$25 per pay period. Likewise, for the pay periods of the Fiscal Year 2010/2011 (September 19, 2010 through September 17, 2011), the Sheriff's Office shall pay eighty two percent (82%) of the cost of the HRA Gold plan for bargaining unit members, seventy three percent (73%) of the employee + spouse HRA Gold plan coverage, seventy four percent (74%) employee + child(ren) HRA Gold plan coverage and seventy four percent (74%) employee + family HRA plan coverage for those bargaining unit members participating in the Wellness Incentive Program. If bargaining unit members choose not to participate in the Wellness Incentive Program, their premiums will be increased \$25 per pay period. The rates set forth in this section are only valid through the pay period ending September 17, 2011.

(C) The PBA may select one bargaining unit member to attend and participate in group health insurance contract negotiation meetings with OCSO Human Resources staff and the group health insurance carriers. The member may participate with OCSO Human Resources staff in development of any plan designs or changes.

(D) The PBA will be notified of any change in the insurance carriers, nature or scope of coverage, amount of the coverage, or increased amounts to be paid by

bargaining unit employees, at least 30 days prior to implementation in order for the PBA to provide comments or concerns.

(E) For the pay periods commencing September 18, 2011, the Sheriff's Office reserves the ultimate right to make any changes including, but not limited to any change in the insurance carriers, nature or scope of coverage, amount of the coverage, or in the costs of the insurance or the Sheriff's contribution level based on any fiscal impact to the agency's budget.

SECTION 2 - Retirees

Bargaining unit members who retiree from the Sheriff's Office under the Florida Retirement System (FRS) may continue their group medical insurance coverage. The retiree will pay the full premium. To assist with this cost, the Sheriff's Office will provide a monthly subsidy to retired employees (former bargaining unit members) who retired from service from the Sheriff's Office with at least ten (10) years of service, are receiving Florida Retirement System benefits and retired in good standing. The monthly subsidy will provide five dollars (\$5.00) for every year of Sheriff's Office service to a maximum of thirty (30) years. This subsidy is in addition to any Health Insurance Subsidy paid by the Florida Retirement System.

The Sheriff and PBA agree that all other conditions provided for under General Order 4.4.7 shall be applicable to bargaining unit members.

Article 28

LONGEVITY PAY, SPECIALTY PAY, ASSIGNMENT PAY, AND SHIFT DIFFERENTIAL

SECTION 1 - General

Except as provided herein, specialty pay, assignment pay, shift differential pay, and longevity pay shall be administered and regulated in accordance with OCSO General Order 4.6.3 (April 16, 2010).

SECTION 2 – Specialty and Assignment Pay

(A) Bargaining unit members in the following assignments shall be eligible to receive a bi-weekly pay supplement in accordance with the schedule shown below while maintaining that assignment and in accordance with OCSO General Order 4.6.3. In addition to the assignment pay listed below, bargaining unit members may receive one specialty pay or, if receiving no assignment pay, may receive up to two specialty pays; however, if a bargaining unit member receives more than one assignment pay and one specialty pay, or two specialty pays due to the below modifications on the effective date of this Agreement, he will continue to receive such pays until such time as he changes assignment or is no longer in that specialty unit. If this occurs, he will be limited to receiving one assignment pay and one specialty pay, or two specialty pays and no assignment pay.

<u>Section</u>	<u>Amount Per Pay Period</u>
<u>Specialty Pay (Part-Time)</u>	
Hazardous Device Team	
(0-4 years of service)	\$53.08
(5 years of service and above)	\$71.54
Certified Voice Stress Analyst (part time)	\$34.62

Clandestine Lab Response Team	
(0-4 years of service)	\$53.08
(5 years of service and above)	\$71.54
Critical Incident Management Team (CIMT)	
(0-1 years of service)	\$34.62
(2 years of service and above)	\$53.08
Crisis Intervention Team (CIT)	\$34.62
Critical Incident Stress Management Team (CISMT)	\$34.62
Dive Team	\$53.08
Emergency Response Team	
(0-1 years of service)	\$34.62
(2 years of service and above)	\$53.08
Forensic Artist (part time)	
(0-4 years of service)	\$53.08
(5 years of service and above)	\$71.54
Honor Guard	\$34.62
Hostage Negotiation Team	
(0-4 years of service)	\$53.08
(5 years of service and above)	\$71.54
K-9 Handlers (other than those assigned to the full time K-9 Unit)	
(0-4 years of service)	\$71.54
(5 years of service and above)	\$91.54
SWAT	
(0-4 years of service)	\$53.08
(5 years of service and above)	\$71.54
Sworn Motorcycle Training Specialist	\$53.08

Full Time Assignment Pay

Auto Theft	\$34.62
Investigative Support Squad (ISS)	\$53.08
Background Investigators	\$34.62
Child Abuse/Domestic Violence	\$34.62
Computer Crimes	\$34.62
Court Corporal	\$53.08
Court Deputy	\$34.62
Court Fugitive	\$34.62
Criminal Intelligence	\$34.62
Evening Traffic Unit	\$38.46
Economic Crimes	\$34.62
Electronic Surveillance and Support Team (ESST)	\$34.62
Felony Squad	\$34.62
Flight Observer	\$126.94
Forensic Artist	
(0-4 years of service)	\$53.08
(5 years of service and above)	\$71.54

Forensics/Crime Scene	\$53.08
Gang	\$53.08
High Risk Incident Command (HRIC)	\$34.62
Homicide	\$34.62
Juvenile Assessment and Monitoring	\$53.08
K-9 (full time K-9 unit)	
(0-4 years of service)	\$71.54
(5 years of service and above)	\$91.54
Marine/Agriculture Patrol	\$53.08
Metropolitan Bureau of Investigation	\$34.62
Missing Persons	\$34.62
Motors	\$53.08
Mounted Patrol	\$34.62
Organized Crime Squad	\$34.62
Public Information Officer	\$53.08
Persons	\$34.62
Pilot	\$346.15
Problem Oriented Policing	\$53.08
Property Sectors 1 - 4	\$34.62
Robbery	\$34.62
Sector V and VI Investigations	\$34.62
Sex Crimes	\$34.62
Sexual Offender Surveillance Squad	\$34.62
Shocap	\$53.08
Street Drugs/Narcotics	\$34.62
TAC	\$53.08
UPD FTO Squad Corporal & Sergeant	\$57.70

(B) Field Training Officer Pay shall be provided in accordance with OCSO

General Order 4.6.3 (April 16, 2010) which shall include the following provisions:

(1) Members of the deputy bargaining unit assigned to the uniform patrol division FTO squad shall receive a \$2.25 increase in hourly rate of pay for every hour spent training assigned personnel, one (1) day of administrative leave for every 80 hours spent training a recruit, and preference for updated equipment and training courses.

(2) Members of the deputy bargaining unit assigned to other units performing assigned FTO training duties as part of a certified training program on

file with the Agency shall receive a \$1.50 increase in hourly rate of pay for every hour spent training assigned personnel and one (1) day of administrative leave for every 80 hours spent training assigned personnel.

(3) Members of the supervisor's bargaining unit assigned to the uniform patrol division FTO squad shall receive a \$2.25 increase in hourly rate of pay for every hour spent training assigned personnel, one (1) day of administrative leave for every 80 hours spent training assigned personnel, and preference for updated equipment and training courses.

(4) Members of the supervisor's bargaining unit assigned to the Uniform Patrol Division, but not assigned to an FTO squad, shall receive \$2.25 per hour spent training assigned personnel and 1 day of administrative leave for every 80 hours training.

(5) Members of the supervisor's bargaining unit assigned to other units performing FTO training duties with a certified training program on file with the Agency shall receive a \$1.50 increase in hourly rate of pay for every hour while training assigned personnel and 1 day of administrative leave for every 80 hours spent training assigned personnel.

(C) The Sheriff and the PBA shall periodically review specialty and assignment pay and mutually agree to appropriate changes.

SECTION 3 – Shift Differential Pay

(A) Bargaining unit members who are assigned to a sector squad in uniform patrol and whose primary duties involve responding to dispatched calls and

whose work hours are approximately 1500 hours to 0200 hours, shall receive an annual uniform patrol evening shift differential of \$1,000.00.

(B) Bargaining unit members who are assigned to a sector squad in uniform patrol and whose primary duties involve responding to dispatched calls and whose work hours are approximately 1800 hours to 0500 hours shall receive an annual uniform patrol mid-night shift differential of \$1,300.00.

SECTION 4 – Probationary Employees

(A) Newly hired probationary employees shall not be eligible for specialty pay, but shall be eligible for shift differential upon successful completion of Phase One of the FTEP Program.

(B) Any bargaining unit employee who has successfully completed his or her probationary period must, in order to receive specialty pay or assignment pay under this Article, submit to his or her Captain a written request for same.

SECTION 5 – Longevity Pay

Bargaining unit members with at least ten (10) years of full-time service shall receive longevity pay in accordance with the following schedule:

<u>Service Length</u>	<u>Annual Amount</u>	<u>Amount (Semi-monthly)</u>
10 years service=	\$585 annual	\$22.50
12 years service=	\$780 annual	\$30.00
14 years service=	\$1170 annual	\$45.00
16 years service=	\$1560 annual	\$60.00
18 years service=	\$1950 annual	\$75.00
20 years service=	\$2340 annual	\$90.00

22 years service=	\$2730 annual	\$105.00
24 years service=	\$3120 annual	\$120.00
26 years service=	\$3510 annual	\$135.00
28 years service=	\$3900 annual	\$150.00
30 years service=	\$4290 annual	\$165.00
32 years service=	\$4680 annual	\$180.00
34 years service=	\$5070 annual	\$195.00

SECTION 6 – Educational Incentive Pay

Educational incentive monies are paid to bargaining unit members who have obtained a Bachelors degree, Associates degree or equivalent from a college or university recognized by FDLE. Training incentive monies are also paid to all full time bargaining unit members who complete Commission approved training units. Commission approved training units include advanced and career development courses, as well as special programs which have received Commission approval.

**Article 29
DRUG TESTING**

SECTION 1 – General Information

(A) The Sheriff and the PBA agree to drug testing of bargaining unit members in accordance with Florida Statute 112.0455, the Drug-Free Workplace Act, and OCSO General Orders.

(B) All classes covered by this Agreement are designated special risk for drug testing purposes. Special risk means employees who are required as a condition of employment to be certified under Chapter 943, Florida Statutes.

Article 30
MANAGEMENT RIGHTS

SECTION 1 – General Information

Except as provided by law, including Chapter 447, Part II, Florida Statutes and this Agreement, the PBA agrees that the Sheriff has and will continue to retain the exclusive rights vested in the Sheriff pursuant to Chapter 30, Florida Statutes, including, but not limited to the right: to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs and to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules of individual employees to transfer employees from job to job or shift to shift, either on a permanent or temporary basis, to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change OCSO policies, procedures, rules of conduct, orders, practices, and directives not inconsistent with this Agreement; to establish or change operational standards; to determine the services to be provided by

OCSO and by its law enforcement personnel; to discipline or discharge employees; to lay off employees; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as the Sheriff may determine to be necessary for the orderly and efficient operation of the OCSO not inconsistent with this Agreement. Each of the rights described above shall be vested exclusively in the Sheriff, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement or otherwise provided by applicable law, including chapter 447, Part II, Florida Statutes.

The Sheriff's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right, nor preclude the Sheriff from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

SECTION 2 – Emergencies

If a natural or man made disaster or emergency or other major law enforcement problem is declared by the Sheriff, the Chair of the County Commission or under State law, the provisions of this Agreement may be suspended by the Sheriff during this declared time period, provided that the wage rates and monetary fringe benefits shall not be suspended.

SECTION 3 – Job Responsibilities

It is understood by the parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described and

employees, at the direction of management, may be required to perform other job-related duties not specifically contained in their job description.

Article 31

ENTIRE AGREEMENT

SECTION 1 – General Information

(A) This Agreement, upon ratification, supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge 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 not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) Except as provided elsewhere in this agreement 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 other than wages and benefits, 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.

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

Article 32
SAVINGS CLAUSE

SECTION 1 – General Information

(A) If any provision of this Agreement, or the application of such provision, 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. In the event of the foregoing, the parties agree to renegotiate a replacement provision, after written notice.

(B) This Agreement shall be binding upon the successors of the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by substitution or designation of a successor.

Article 33
DURATION

This Agreement shall be effective upon ratification by both parties, and shall continue in full force and effect until midnight September 30, 2012. Either party may notify the other in writing between March 1, 2012 and April 30, 2012 of its intent to terminate or modify this agreement in which event the parties shall negotiate in an attempt to reach a successful agreement in accordance with applicable law.

For the 2011/2012 contract year either party shall be entitled to reopen Article 25 and one other economic Article each upon providing written notice to the other party of intent to reopen by April 30, 2011.

Jerry L. Demings, Sheriff
Orange County Sheriff's Office

For the PBA

Date

Date

Appendix A
Payroll Deduction Form

AUTHORIZATION FOR PAYROLL DUES DEDUCTION

I am a Deputy Sheriff with the Orange County Sheriff's office and hereby request and authorize the Payroll Section of the Orange County Sheriff's Office to deduct my PBA membership dues of \$_____ bi-weekly from my earnings. This is to be paid bi-weekly to the Florida Police Benevolent Association, Inc., 300 East Brevard, Tallahassee, FL 32301.

Name (Print) _____

Social Security Number _____

Job Classification _____

Work Location/Shift _____

Signature _____ Date _____

Appendix B

PBA BULLETIN BOARD LOCATIONS

CID – There are 2 bulletin boards in CID.

1. Located in the CID Break room;
2. Located on the wall next to the main entrance of CID (inside the door on the wall between where Hazel sits and the mail boxes.)

Community Relations –

1. Located to the right of the Division's individual mailboxes.

Sector I –

1. Located in the Main Corridor

Sector II –

1. Located in the Briefing/Mail Room on the West Wall.

Sector III –

1. Located on the wall situated between the two entry doors of the briefing room near the rear entry door to Sector III.

Sector IV –

1. Located in the Briefing Room.

Sector V –

1. Located on the wall to the left of the Briefing room as you are leaving the Briefing Room.

Sector VI –

1. Located on the wall directly above the copy machine in the Substation.

Court –

1. Located in Suite 110 which is a hallway on the way to the break room.

Training –

1. Located in the Training Break room on the 1st floor by the training classrooms.

SID –

1. Located on the wall near the copy machine and mail boxes.

Operations –

1. Located by the elevators on the west side of the building.

Appendix C – Grievance Form

**PBA COLLECTIVE BARGAINING AGREEMENT
GRIEVANCE FORM**

Employee's Name _____ Class _____ Title _____

Business Address _____ Department _____

_____ Division _____

Business Telephone _____ Unit _____

Social Security Number _____ Bargaining

Unit _____

NATURE OF GRIEVANCE

(involving interpretation or application of specific provisions of Agreement)

DATE ACT OR CONDITION OCCURRED:

SECTION OF AGREEMENT: (which has allegedly been violated)

RELIEF REQUESTED:

IF REPRESENTATIVE DESIRED - Name of My

Representative: _____

Business Telephone: _____

FOR GROUP GRIEVANCES ONLY - I have been designated by the following named employees to act as spokesperson and be responsible for processing the above grievance in their behalf:

SIGNED _____ Date/ _____ Time Submitted

SUBMITTED TO: Name _____	Class _____	Title _____
(If space is insufficient to write complete information, attach a separate sheet.)		

White SHERIFF'S OFFICIAL - Step 1 2 3*
 Yellow Representative (if any)
 Pink Employee

*Circle appropriate step

Appendix D

Leave Request Form



ORANGE COUNTY SHERIFF'S OFFICE

LEAVE REQUEST FORM

Date:

To:

From:

Squad/Section:

Vehicle in Custody of:

Vehicle Location: Residence

Agency Facility:

Location of Vehicle Key:

For Personnel with Assigned Vehicles

I request that I be granted

days of:

hours

Compensatory
Time

on the
following
date(s):

Employee ID #:

- Vacation Time
- Sick Leave
- Military Leave
- Birthday
- Other:

Employee

Signature: _____

Approved. Shown on transmittal ending:

Disapproved. Reason:

Supervisor

Signature:

Division/Sector Cmdr

(or Designee) Signature:

APPENDIX E
Deputies, Deputies
Deputies
EFFECTIVE 9/20/09

<u>Step</u>	<u>hourly</u>	<u>Annual</u>
1	18.04	37,523.20
2	18.59	38,667.20
3	19.15	39,832.00
4	19.73	41,038.40
5	20.33	42,286.40
6	20.94	43,555.20
7	21.57	44,865.60
8	22.22	46,217.60
9	22.89	47,611.20
10	23.58	49,046.40
11	24.29	50,523.20
12	25.02	52,041.60
13	25.78	53,622.40
14	26.56	55,244.80
15	27.36	56,908.80

First Class, and Master

Note: Step number does not signify years of service

Corporals
EFFECTIVE 9/20/09

1	21.45	44,616.00
2	22.10	45,968.00

3	22.77	47,361.60
4	23.46	48,796.80
5	24.17	50,273.60
6	24.90	51,792.00
7	25.65	53,352.00
8	26.42	54,953.60
9	27.22	56,617.60
10	28.04	58,323.20
11	28.88	60,070.40
12	29.75	61,880.00

Note: Step number does not signify years of service

**Sergeants
EFFECTIVE 9/20/09**

1	26.42	54,953.60
2	27.22	56,617.60
3	28.04	58,323.20
4	28.88	60,070.40
5	29.75	61,880.00
6	30.65	63,752.00
7	31.57	65,665.60
8	32.52	67,641.60

Note: Step number does not signify years of service

**Court Service Officer
Effective 9/20/09**

1	15.88	33,030.40
2	16.36	34,028.80
3	16.85	35,048.00
4	17.36	36,108.80
5	17.88	37,190.40
6	18.43	38,334.40

7	18.99	39,499.20
8	19.56	40,684.80
9	20.15	41,912.00
10	20.76	43,180.80
11	21.39	44,491.20
12	22.04	45,843.20
13	22.71	47,236.80
14	23.40	48,672.00
15	24.11	50,148.80
16	24.84	51,667.20
17	25.59	53,227.20

APPENDIX F

SUPERVISORY CANDIDATE SUMMARY FORM

Please be sure to complete this entire form. Each candidate is responsible for providing and updating the information requested by this form.

DEMOGRAPHICS

Candidate Name	
Date of Hire	
Date Promoted to Current Rank	

Biligual	
-----------------	--

EDUCATION & TRAINING

College Education (List in order from highest degree attained to lowest)		
School	Major/Area of Study	Degree/Hours Completed

List degree awarded (e.g. BA, BS, MA, MS, PhD, JD). If no degree was awarded, indicate number of semester hours completed.

Specialized Training			
1.		9.	
2.		10.	
3.		11.	
4.		12.	
5.		13.	
6.		14.	
7.		15.	
8.		16.	

AGENCY ASSIGNMENT HISTORY

Agency Assignments (List in chronological order beginning with current assignment)	
Rank	Area

Specialty Agency Assignments	
-------------------------------------	--

OTHER RELEVANT WORK EXPERIENCE

Other Law Enforcement Experience	
Military Experience	

PERFORMANCE INDICATORS

Awards			
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

Performance Evaluations (List in chronological order beginning with most recent)	
Date	Rating