

COLLECTIVE BARGAINING AGREEMENT

between the

BROWARD SHERIFF'S OFFICE



and the

**FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE, INC.**

DETENTION LIEUTENANTS



OCTOBER 1, 2020 – SEPTEMBER 30, 2023

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PREAMBLE

AGREEMENT

THIS AGREEMENT is entered into this 1 day of October, 2020 by and between the **BROWARD COUNTY Sheriff's Office**, (hereinafter referred to as "BSO"), and the **FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC.**, (hereinafter referred to as the "FOP" or the "Union"), as the sole and exclusive bargaining representative of the employees within the certified bargaining unit.

WITNESETH

WHEREAS, the FOP has been determined to be the certified bargaining representative of the employees within the certified unit by the Public Employees Relations Commission and provides for the rights of collective bargaining for specified deputy sheriffs/detention, including those holding the rank of lieutenant/detention, employed by the Sheriff of Broward County;

WHEREAS, the Sheriff and the FOP have negotiated in good faith, with the FOP acting as the exclusive agent for personnel included in the certified unit with respect to wages, hours, and terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate negotiations, having had an opportunity to freely discuss any and all issues, have reached certain understanding which they desire to confirm in this Agreement.

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

The Broward County Sheriff's Office, hereinafter referred to as "Sheriff" or "BSO", recognizes the Florida State Lodge, Fraternal Order of Police, Inc., herein-after referred to as the "FOP" or "Union", as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission, Certification #892, with respect: to the working conditions, rate of pay and other conditions of employment for those employees of the Sheriff working within the certified unit, to wit:;

INCLUDED:

All regular, full-time sworn detention officers employed by the Broward County Sheriff's Office in the following classifications: Deputy Sheriffs/Detention and Community Programs with the rank of Lieutenant.

EXCLUDED:

All other employees of the Broward County Sheriff's Office.

ARTICLE 2

NON-DISCRIMINATION

- 2.1 No bargaining unit member covered by this Agreement will be discriminated against by the Sheriff because of membership in the FOP or authorized activity as required in this Agreement on behalf of the FOP.
- 2.2 The FOP will not discriminate against employees covered by this Agreement on the basis of their refusal to become a FOP member.
- 2.3 Both the Sheriff and the Union oppose discrimination on the basis of race, color, creed, sex, sexual orientation, national origin, age, religion, disability, pregnancy, marital status, or gender identity and expression or as otherwise required by law. However, the parties also recognize that the Sheriff has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing adequate procedures established by Broward County, the State of Florida, and the Federal government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 3

MANAGEMENT RIGHTS

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

- 3.1 To manage and direct all employees of the Sheriff's Office, including the scope of service to be performed by each employee and the content of each job classification/description.
- 3.2 To hire, rehire, promote, transfer, schedule, assign, retain and lay off employees in position with the Sheriff's Office.
- 3.3 To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- 3.4 To maintain the efficiency of the operation of the Sheriff's Office including developing and amending job classifications/descriptions and controlling the use of equipment and property of BSO.
- 3.5 To determine the structure and organization of the Office of the Sheriff, including the right to supervise, subcontract, expand, consolidate or merge any division thereof.
- 3.6 To determine the number of all employees who shall be employed by the Sheriff, the job makeup activities assignments, and the number of hours and shifts to be worked per week, including starting and quitting times of all employees.
- 3.7 To determine the number, types and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position.
- 3.8 To determine internal security practices.
- 3.9 The FOP acknowledges that the Sheriff may, from time to time, make amendments, revisions, additions, deletions and/or changes to the Sheriff's Policy Manual (SPM) and the operating procedures of the Department of Detention and Community Programs encompassing rules and regulations, policies, procedure and inmate programs. The Sheriff will attempt to give the FOP a copy of said changes to the Manual ten (10) days prior to issuance when practicable. This does not constitute a waiver of the FOP's right to impact bargaining. However, impact bargaining will be deemed waived if not requested in writing to the Sheriff within six (6) months of change.

- 3.10 To determine whether and to what extent the work required in its operation will be performed by employees covered by this Agreement.
- 3.11 To determine the number, location, and operation of work sites within the scope of responsibilities of the BSO and the Department of Detention and Community Programs.
- 3.12 Require employees to participate in drug and/or alcohol testing as required by the standards of the Drug Free Workplace.
- 3.13 Require employees to observe and obey BSO's policies, procedures, and rules and regulations.
- 3.14 The above are by way of example of the type of matters or rights, which belong to and are inherent in BSO in its general capacity of management. Any other rights, powers, authority that BSO had prior to entering into this collective bargaining agreement are retained by BSO, except as specifically abridged, delegated, granted or modified by this Agreement.
- 3.15 The exercise of the above-defined rights by the Sheriff shall not preclude employees or the FOP from raising grievances should decisions on the above matters have the practical consequences of violating the terms of this Agreement and/or any other conditions of employment.
- 3.16 If BSO fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of BSO's rights to exercise any or all of such functions.

ARTICLE 4

NO STRIKE OR WORK STOPPAGE

- 4.1 The FOP, its officers, agents, representatives, and its members and employees agree that they will not strike, as defined by the Public Employees Relations Act and agree not to participate in a strike against the Sheriff by instigating or supporting a strike, nor shall the bargaining unit members participate in a work stoppage, slow-down, sick out, job actions or picketing in furtherance of any of the above-prohibited activities. Notwithstanding the above, there shall be no picketing whatsoever in uniform by bargaining unit members covered by this Agreement. The parties agree that any bargaining unit member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the Sheriff.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

- 5.1 The parties will promptly adjust any complaint, dispute, or controversy involving the interpretation or application of any term or provision of this Agreement.
- 5.2 A grievance shall be defined as any controversy or dispute arising between the parties involving questions of interpretation or application of the terms and provisions of this Agreement.
- 5.3 Written reprimands, disciplinary suspension, demotion or termination shall be processed through the Professional Standards Committee. The FOP shall have a representative or an alternate named by the FOP who shall serve as the bargaining unit member's representative to sit on the Professional Standards Committee to review a bargaining unit member's case which is under review by P.S.C. Said representative shall have a vote as to the cases involving bargaining unit members. All notifications and information shall be provided to the representative in a timely manner prior to said review. Disciplinary actions of a suspension of five (5) days or less, or a written reprimand, shall be entitled only to review by the Administrative Appeal Board (hereinafter, "AAB") as set forth in Article 5.4, below. Disciplinary actions of more than five (5) days, demotion, or termination, if appealed, are subject to Step three (3) as set forth in Article 5.5, below (arbitration).

5.4

A. **AAB Process:**

Appeals to the AAB shall be submitted within eighteen (18) calendar days of the bargaining unit member's receipt of the final discipline (approved by the Department Head) by submitting the request to the Sheriff or his designee, with copy to the command imposing the discipline.

B. **AAB Structure and Selection:**

1. The AAB will consist of three (3) BSO employees.
2. One (1) AAB member will be selected by FOP, one (1) AAB member will be selected by the Sheriff or designee, and one (1) AAB member will be selected by the two (2) AAB member's selected by FOP and the Sheriff, as follows:
 - a. Upon contract execution and on the anniversary of each contract year, FOP, via their union representatives, will propose to the Sheriff, or his designee, ten (10) employees covered under this collective bargaining agreement to serve as an AAB member during the contract year. The Sheriff reserves the right to reject any proposed list of candidates without explanation and to request the submission of a revised list of candidates.

- b. The Sheriff or designee will select five (5) candidates from the FOP proposed list who will be eligible to serve on the AAB for the period in which such list is effective. For each AAB panel, the FOP will pick one (1) member from the approved list to serve on the panel.
- c. The Sheriff, or designee, will pick one (1) AAB member from any employee working within the Department of Detention.
- d. The two (2) BSO employees selected as AAB members will pick the third AAB member from any BSO employee working within the Department of Detention.

C. AAB Hearing Process

- 1. The AAB will hear and determine bargaining unit member requested cases involving a five (5) day suspension or less. No oral presentation may be made without supporting written documentation.
- 2. The AAB will meet periodically at a predetermined date and time to hear employee appeals. Each time the AAB meets, a new AAB panel will be selected as provided in Section 5.4-2.b., above.
- 3. All three (3) members must be present at the hearing for the AAB to convene.
- 4. Attendance by the bargaining unit member at the AAB hearing is not required. Therefore, any request for a continuance by the bargaining unit member should only be granted upon exceptional circumstances.
- 5. Bargaining unit members appearing before the AAB to provide a verbal statement are restricted to those issues generally outlined in their written appeal, amendments thereto and any documents attached for consideration by the AAB. If the bargaining unit member chooses to appear, a representative of BSO will be permitted to appear before the AAB for the same purpose.
- 6. The Director of the Professional Standards Committee or designee will ensure that the bargaining unit member is provided with copies of all documentation submitted to the AAB for its review including but not limited to, the case file, any BSO responses to the bargaining unit member's written appeal and any amendments thereto, no later than ten (10) working days prior to the scheduled hearing.
- 7. The Director of the Professional Standards Committee or designee will assist the AAB with procedural questions in ruling upon questions or issues during the hearing process. After all questions have been answered and the hearing concluded, only members of the AAB shall remain in the hearing room to consider the merits of the appeal and render findings.

8. The AAB, upon its review of the case and all written materials, will make one of the following findings:

1. Sustained
2. Not sustained

After sustaining any violation, the AAB will:

1. Review the bargaining unit member's prior disciplinary history and record.
 2. Consider the recommended discipline and either accept the recommended discipline, decrease the recommended discipline, or increase the recommended discipline.
 3. No discipline imposed by the AAB may exceed the jurisdiction of the AAB.
9. Whenever the AAB does not sustain a charge or increases or decreases the discipline, each AAB member shall provide a written explanation for their decision.
 10. The decision of the AAB will be binding on all parties, and no further appeal or grievance is permitted.

- 5.5 Should differences or disputes arise concerning the terms and conditions of this Agreement between the parties to this Agreement or between the bargaining unit members covered herein and the Sheriff, the aggrieved party to this Agreement or any bargaining unit member, or bargaining unit members, as the case may be, shall be required to use the following procedures, except for disciplinary matters which are governed by separate policy and procedures:

Step 1

When a basis for a grievance exists, the FOP representative on behalf of the bargaining unit member(s), shall present a written grievance specifying the nature of the grievance and the contract provision(s) allegedly violated to the bargaining unit member(s) department head, or designee, and shall provide a copy to the Office of the General Counsel, within seven (7) working days of the date on which the bargaining unit member(s) or the FOP knew or could have reasonably known of the occurrence of the event giving rise to the alleged grievance. Upon presentation of this written grievance to the department head, or designee, the bargaining unit member and the FOP shall attempt to resolve the same dispute and, within seven (7) working days thereafter, the department head or designee shall render a written decision to both the bargaining unit member and to the FOP. If no decision is rendered within the time period, the grievance shall automatically advance to the next step.

Step 2

In the event the aggrieved bargaining unit member is not satisfied with the written answer to Step 1, above, the said grievance shall be presented and a copy to the Office of the General Counsel, within seven (7) working days after the written answer above to the Sheriff, or his designee, who shall, within fourteen (14) working days of the receipt of same, render a decision in writing. If no decision is rendered within the time period, the grievance shall automatically advance to the next step.

Step 3

In the event the aggrieved bargaining unit member and the FOP are not satisfied with the decision of Step 2, above, the FOP may demand arbitration, and this demand, in writing, shall be presented to the Sheriff, and a copy to the Office of the General Counsel, within fourteen (14) working days from the receipt of the decision of Step 2, above.

- 5.6 In the event the aggrieved employee or the FOP is not satisfied with the decision of Step 2, the FOP within fourteen (14) working days may demand arbitration and shall provide a copy to the Office of the General Counsel. A panel of arbitrators will be requested from the Federal Mediation and Conciliation Service ("FMCS") and an arbitrator will be selected by the parties using the FMCS process. The parties shall be required to follow FMCS established procedures. All arbitrations related to a disciplinary matter require that a hearing be conducted. Any and all issues, including all procedural arguments, shall be presented at the time of hearing. However, raising the issue of arbitrability at a hearing before an arbitrator cannot be deemed a waiver of a party's right to challenge the arbitrator's decision in court as exceeding his/her authority. The hearing shall be conducted by the arbitrator in whatever manner will expeditiously permit full presentation of the evidence and arguments of the parties. The arbitrator shall normally complete the hearing in one day. In unusual circumstances and for good cause shown, the arbitrator may schedule an additional hearing to be held within seven (7) working days or as otherwise agreed by both parties.

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

The arbitrator shall retain jurisdiction for thirty (30) calendar days to enforce their order.

In addition, court reporter services must be selected from a BSO qualified pool. The court reporter attendance and transcript fees shall be borne equally by both parties.

In the event that a bargaining unit member is reinstated through arbitration, BSO shall have the right to condition reinstatement solely upon successful completion of a background investigation (including fingerprint and FCIC/NCIC) limited to the period the reinstated employee was removed from the payroll, physical medical examination limited to medical (not psychological) evaluation and drug testing. No other tests may be administered as conditions of reinstatement unless ordered by the Arbitrator in the Arbitration Award. Nothing herein shall prohibit BSO from requesting, during the presentation of its case before the Arbitrator that other tests or other conditions of employment be imposed. In the event the affected employee does not successfully complete the aforementioned tests, the employee shall have the right to contest the unfavorable test results throughout the grievance and arbitration procedure set forth in this agreement.

In the event that the parties agree to reinstate a terminated bargaining unit member through settlement, rather than arbitration, BSO shall have the right to condition reinstatement upon successful completion of a background investigation (including fingerprint and FCIC/NCIC) limited to the period the reinstated employee was removed from the payroll, physical medical examination limited to medical (not psychological) evaluation and drug testing, unless the parties agree to other or additional tests in the settlement agreement. In the event the affected employee does not successfully complete the aforementioned tests, the employee shall have the right to contest the unfavorable test results through the grievance and arbitration procedure set forth in this Agreement limited to the validity of the results and not the appropriateness of their inclusion in the settlement agreement.

- 5.7 Application to this procedure shall foreclose and preclude the grievant from appealing to any other available procedure. Nothing in this Article shall require the FOP to process grievances for employees who are not members of the FOP, in conformity with Florida Law. Bargaining unit members or the FOP having selected the procedure contained herein to process a grievance shall be estopped from and waive the right to use any other available procedure for processing grievances or claims.
- 5.8 The time limits provided in this Article shall be strictly observed and may be extended only by written agreement of the parties. On a case-by-case basis, the parties may mutually agree to bypass any step or steps in the grievance procedure.
- 5.9 The FOP will retain a seat on the Professional Standards Committee when the Committee is reviewing a case involving a bargaining unit member. The Professional Standards Committee will be guided by the BSO Policy and Procedures Manual (SPM).

- 5.10 A moratorium will be observed annually by the parties during the winter holiday season. The moratorium will commence every December 23 through January 4. If January 4 falls on a Saturday or Sunday, the moratorium will be extended until the end of the next day which is not a weekend day. During the moratorium period all grievance time limits shall be tolled.
- 5.11 The grievance and arbitration procedure shall be exclusive to the FOP, therefore, subject to Section 447.401 Florida Statutes or other applicable laws, no bargaining unit member may file a grievance or request arbitration without written authorization from the FOP.

ARTICLE 6

WORK RULES AND REGULATIONS

- 6.1 It is recognized that the Sheriff currently has work rules, regulations, policies and procedures governing employment. The parties agree that the Sheriff has the sole and exclusive discretion to formulate, amend, revise and implement such rules, regulations, policies and procedures.
- 6.2 In the event that any rule, regulation, policy or procedure conflicts with this Agreement, the language in this Agreement shall control.

ARTICLE 7

UNION REPRESENTATIVES

- 7.1 The Sheriff recognizes the right of the FOP to designate FOP representatives as it deems appropriate, with the understanding that representatives will be appointed based on location and shift, not to exceed more than two (2) representatives per shift and not more than one (1) representative from any one (1) District and/or from any one (1) specialty unit per shift. The FOP shall provide BSO command with a list of its designated representatives (and any alternates) and shall update such list as are made. Only those representatives (or alternates) so designated shall be authorized to changes utilize the FOP time pool bank pursuant to the provisions set forth below.
- 7.2 The Sheriff agrees to contribute up to a total of fifty (50) hours per calendar year to a FOP time pool for all bargaining unit members. Such time shall be utilized by FOP representatives, if necessary, for bargaining unit business as, set forth in Section 7.5. Unused hours will not be carried over to the following year.
- 7.3 The FOP members may donate additional time to a FOP time pool up to a total of fifty (50) hours per calendar year. Such time shall be utilized by FOP representatives, if necessary, for bargaining unit business as set forth in Section 7.5. Donated bargaining unit member time can be carried over to the following year.
- 7.4 For each bargaining unit member who is authorized to use time from the time pool, the bargaining unit member shall fill out the appropriate form as provided by BSO. The bargaining unit member will indicate the reason for the requested use of union time pool on the form. This form shall be processed through the command of the bargaining unit member who is to use pool time. Command personnel shall determine if the bargaining unit member's absence will create a staffing shortage and will have the option to approve or disapprove this request.
- 7.5 Hours from the FOP time pool may be utilized by designated FOP representatives when they are required to represent bargaining unit members as part of grievance procedures, when they attend monthly FOP Board of Directors meetings, negotiation sessions and meetings, and other mutually agreed meetings, subject to available manpower and staffing needs. The parties agree to limit the number of bargaining unit members attending functions other than official negotiation sessions, as specified in Section 7.1 of this Agreement. The parties agree that the number of bargaining unit members attending official negotiation sessions while on duty will be restricted to no more than four (4) representatives in an on-duty status. Bargaining unit members attending such functions will submit a pool time form to the Sheriff or his designee at least five (5) days prior to the time the bargaining unit member is requesting to use the time pool. It is understood that, on rare occasions, the five (5) daytime limit may not be met. Failure to file a completed pool time usage form five (5) days prior to the bargaining unit member's request for use of pool time may result in the bargaining unit member's not being paid for the time requested.

7.6 The FOP time pool will be used on an hour for hour basis, regardless of the hourly rate of the bargaining unit member using time from the time pool. In reporting a bargaining unit member's absence as a result of utilizing the time pool, the daily attendance record shall reflect:

"Deputy John Doe on FOP" (FOP Time Pool)

7.7 All applicable rules, regulations, and orders of the Sheriff's Policy and Procedures Manual shall apply to any bargaining unit member on pool time. Violations of the above mentioned rules, regulations and orders shall subject the bargaining unit member on pool time to the regular disciplinary process currently provided for by the Broward Sheriff's Office.

ARTICLE 8

BULLETIN BOARDS

- 8.1 BSO shall provide the FOP with space on existing bulletin boards. The FOP agrees that it will limit its use of the bulletin boards to the positing of the following:

Notices of FOP meetings,
FOP elections,
Reports of FOP committees,
Ruling and policies of FOP, and
Recreational, social and fraternal affairs of the FOP.

Any notice or item placed on the bulletin board shall bear on its face the legible designation of the person responsible for placing such item or notice on the bulletin board. A copy of each notice to be posted shall be sent to the Sheriff or his designee.

- 8.2 The Sheriff or his designee shall have the right to remove any item from the bulletin board which does not strictly comply with the revisions of this Article.

ARTICLE 9

CONDITIONS OF EMPLOYMENT

- 9.1 The basic workweek for lieutenants shall consist of forty (40) hours per week, with days off of Friday-Saturday, Saturday-Sunday, or Sunday-Monday, unless otherwise specified or scheduled by the Sheriff or his designee to meet particular operational requirements until the operational need abates.
- 9.2 The parties recognize that all lieutenants are salaried employees who perform supervisory functions and are exempt from overtime coverage of the Fair Labor Standards Act. Therefore, it is recognized that lieutenants are not eligible to receive overtime compensation.

ARTICLE 10

EQUIPMENT

- 10.1 The present practice of the Sheriff in regard to furnishing uniforms shall be continued. In addition, the Sheriff will provide a clothing allowance of three hundred seventy-five dollars (\$375.00) per year for the bargaining unit members working full time in the following assignments: Staff Inspections, Training Division and Internal Affairs. Eligibility for clothing allowance shall be determined as of January 1 for service performed in the above specified assignments for the preceding year and will be paid by January 30 on a pro-rata basis, computed monthly, for determination of eligibility payment.
- 10.2 In the event that personal property of a lieutenant is damaged, destroyed or lost as a result of performance of duty, the Sheriff agrees to repair or replace the item based on the following conditions up to a total amount of \$200.00 per incident for all personal property under the following conditions:
- A. The lieutenant is required within 24 hours of the incident to submit a written memorandum including a police report and documentation of the loss,
 - B. The Captain or supervisor must review the lieutenant's memorandum and approve the request prior to disbursement and
 - C. The total compensation to a lieutenant is limited to \$400.00 per calendar year.

The following schedule shall apply:

Wrist watches - up to \$50.00

Prescription eyeglasses/sunglasses/contact lenses - up to \$100.00 (and only if not otherwise reimbursed through another source, such as workers' compensation coverage)

Clothing (excludes provided uniforms) - up to \$100.00

- 10.3 The Sheriff will provide replacement of all leather goods/accessories required for a lieutenant's use and the lieutenant shall present any leather accessories to the Captain or supervisor for inspection and approval prior to receiving a replacement. All damaged leather goods shall be provided to the Sheriff prior to giving the lieutenant a replacement.
- 10.4 Lieutenants while on duty in uniform will be required to wear one of the following types of footwear:
- A. Oxford or ankle boot with corfam upper, black in color

- B. Oxford or ankle boot with leather upper, black in color
 - C. Combat/jump boot, leather upper, totally black in color, to include boots that are partly made of fabric and partly made of leather or black leather sneakers. All boots will be the lace up type.
- 10.5 Lieutenants covered by the Agreement will be provided at five-year increments a longevity service bar to be worn on the uniform in conformance with the Department Manual. Said service bar will be supplied at no cost to the bargaining unit member. The Department may opt to provide a service bar for the first five-year increment and a star to be attached to the bar for subsequent five-year periods.
- 10.6 Any bargaining unit member who is required to travel, inspect or perform their assigned duties in more than one (1) facility or location shall be provided a pool vehicle by the Sheriff in order to travel to said locations. The Sheriff shall incur all costs for said vehicle.
- 10.7 All bargaining unit members will have access to a computer while they are at work.

ARTICLE 11

TRANSFERS

- 11.1 It shall be the sole right of the Sheriff to transfer lieutenants. If a transfer is a permanent change in the lieutenant's assignment, shift, or days off (except in the departments or assignments excepted herein), and if possible under the circumstances, as determined by the Sheriff, ten (10) working days' notice will be provided prior to the transfer. Upon mutual agreement, however, both parties may waive this provision. Persons attending in-service training are exempt from this provision.
- 11.2 Lieutenants who so request will be considered for assignment in the facility closest to their residence of record.
- 11.3 Lieutenants who are involuntarily transferred to another facility or unit will maintain and carry any scheduled/approved annual, holiday or sick time. Leave previously approved will not be cancelled except in case of an emergency as determined by the Sheriff.
- 11.4 Twice a year (January and July), Lieutenants may submit a memo indicating their preference in choice of assignment. When a vacancy occurs in a position which will be filled by a member of the bargaining unit, the preference lists will be considered when filling the position. The final choice in filling any such vacant position remains solely within the Sheriff's discretion.

ARTICLE 12

LEAVES

12.1 ANNUAL LEAVE

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

<u>Years of Work Completed</u>	<u>Annual Leave Days</u>
Less than 4 years	80 hours
4 years to less than 11 years	120 hours
11 years and above	168 hours

12.2 HOLIDAYS

A. During the term of this Agreement, the Sheriff recognizes the following eighty-eight (88) hours of paid holidays:

- NEW YEAR'S DAY
- PRESIDENT'S DAY
- MEMORIAL DAY
- INDEPENDENCE DAY
- LABOR DAY
- MARTIN LUTHER KING, JR. DAY
- VETERAN'S DAY
- THANKSGIVING DAY
- DAY AFTER THANKSGIVING
- CHRISTMAS DAY
- ONE (1) FLOATING HOLIDAY (bargaining unit member must be employed by January 1 to be eligible for the floating holiday)

B. Bargaining unit members scheduled to work and who are directed in writing to work a designated holiday shall be paid at the bargaining unit member's straight time rate for all hours worked on the holiday, plus either eight (8) hours holiday pay at the straight time rate or at the employee's option, eight (8) hours of accrued holiday time.

C. Bargaining unit members not scheduled to work, but who do work, with prior written approval, on a designated holiday, shall receive eight (8) hours holiday accrual.

D. Every effort will be made for each bargaining unit member to be scheduled to be off on at least one (1) of the holidays between (and including) Thanksgiving and New Year's Day.

- E. A bargaining unit member may accumulate no more than a cumulative total of three hundred twenty (320) hours of holiday and annual leave. All accrued leave in excess of three hundred twenty (320) hours or the "grandfathered" cap will be lost by the bargaining unit member if not used within the calendar year. A bargaining unit member who has made reasonable attempts to use excess accruals and has been denied said requests shall submit written requests to the Human Resources Director via their chain of command for authorization to carry and use excess accruals into the next calendar year.

EXCEPTION: GRANDFATHER CLAUSE

Bargaining unit members having accrued annual and holiday leave hours in excess of 320 hours as of pay date March 10, 1995, shall be entitled to a grandfathered cap of their accrued time as of that date.

DROP/Retirement

Once enrolled in DROP, bargaining unit member's annual/holiday leave cap will be adjusted to one hundred and sixty-eight (168) hours if the bargaining unit member elected to receive a payout of annual/holiday leave at the time of enrolling in DROP. At the time of separation, the annual/holiday leave payout will be in accordance with the Sheriff's Policy Manual (SPM) 4.3.15.

Those bargaining unit members who are within two (2) years of retirement/participating in the DROP may carry over the above annual/holiday leave 320 hour cap but may not exceed 500 hours of annual/holiday leave. A bargaining unit member must sign an irrevocable request, at the time of his/her decision.

Those bargaining unit members who are within one (1) year of retirement/participating in the DROP may carry over the above 500 hour cap but may not exceed a payout of 580 hours.

Once enrolled in DROP, bargaining unit members have the option of accruing or receiving payment for holidays.

All other DROP procedures will be in accordance with the Sheriff's Policy Manual (SPM) 4.3.15.

If any another bargaining receives, through any subsequently negotiated contract an annual/holiday leave cap greater than one hundred and sixty-eight (168) hours as outlined in 12 (E) DROP/Retirement above, there will be a re-opener of 12 (E).

Example:

A bargaining unit member has 400 hours of annual leave and 80 hours of holiday leave on the accrual report for pay date March 10, 1995. This is over the 320-cap maximum. This bargaining unit member would be grandfathered at 480 hours. Before December 31 of each calendar year, the bargaining unit member will need to use any excess time over 480 hours or forfeit the time.

This grandfathered cap remains effective for each successive calendar year unless the bargaining unit member uses an amount of annual and/or holiday leave so as to reduce total accrued time below the cap as of December 31 of each calendar year.

Example:

A bargaining unit member has a grandfathered cap of 480 hours, but at the end of the calendar year, the bargaining unit member's cumulative leave total is 400 hours. The bargaining unit member's new grandfathered cap is 400 hours.

MILITARY LEAVE

Military leave shall be granted in accordance with the Sheriff's Policy Manual (SPM), State and Federal law.

12.4 **SICK LEAVE AND BONUS DAY**

- A. During the term of this Agreement the accumulation of sick leave shall continue at the rate of eight (8) hours per month for each bargaining unit member and remain in effect except that bargaining unit members, after completing 13 pay periods of employment that no sick leave is taken, have the option to take a bonus day or pay (regular time). If the bonus day is selected it must be taken within 13 pay periods. If a bargaining unit member uses no sick leave for the immediately following 13 pay periods, the bargaining unit member has the option to take an additional two (2) bonus days or receive pay (regular time). If bonus days are selected, they must be taken within 13 pay periods. Once the bargaining unit member receives the (2) two-day bonus, they will continue to receive the two (2) day bonus until the bargaining unit member uses sick leave then the program starts over again with one (1) bonus day at the end of the next 13 pay periods. The maximum number of bonus days that a bargaining unit member can earn in any continuous twelve (12) month period is four (4) bonus days. Each 13 pay periods is measured from the last day the bargaining unit member used a sick day. Sick leave bonus days earned are not cumulative and must be taken within the terms of this section. Use of bonus day shall not be considered as a sick day for purposes of earning subsequent sick days in the future. Sick leave, bonus days and personal days may be taken in conjunction with vacation leave.

- B. No disciplinary action shall be taken for use of sick time, unless abuse or excessive use is determined by BSO. BSO agrees that bargaining unit members will not be called or visited at home between the hours of 10 p.m. and 7 a.m. or during their scheduled work hours, except with the permission of the Facility Shift Commander or equivalent level supervisor. All such calls or visits will be documented.

The following Sick Leave Payment Schedule will be applied for all bargaining unit members. Years of service for this section shall be determined by the bargaining unit member's current hire date. "Good standing" as used in this section shall be defined as a bargaining unit member resigning or retiring with no charges pending. If a bargaining unit member has been notified that charges are pending against him/her then said bargaining unit member must give a minimum of sixty (60) days' notice of his/her resignation or retirement date. If the bargaining unit member is terminated prior to his/her resignation or retirement date, the bargaining unit member will not be considered leaving in good standing. If the charges are subsequently not sustained by the Professional Standards Committee (PSC), the records will be amended to reflect that the bargaining unit member left in good standing and the bargaining unit member will be entitled to his/her sick leave payout to be paid within thirty (30) days at the employee's rate of pay at the time of separation. If the charges are subsequently sustained by the PSC, the PSC will then make a determination as to the level of discipline that would have been recommended had the employee still been employed with BSO. If the recommendation is anything less than termination, the records will be amended to reflect that the bargaining unit member left in good standing and the bargaining unit member will be entitled to his/her sick leave payout to be paid within thirty (30) days at the employee's rate of pay at the time of separation. If the recommendation is for termination, the bargaining unit member will not be considered leaving in good standing.

Zero (0) to Ten (10) Years of Service

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

Ten (10) to Fifteen (15) Years of Service

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

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

Fifteen (15) to Twenty (20) Years of Service

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

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

Twenty (20) Years of Service

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

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

Twenty-Five (25) Years of Service

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

Upon normal retirement (as defined by FRS) of a bargaining unit member in good standing or upon the death of a bargaining unit member in good standing with at least twenty five (25) years of service, the bargaining unit member will receive upon separation one hundred percent (100%) of their unused, accumulated sick time up to a maximum of one thousand one hundred sixty (1160) hours, computed at the bargaining unit member's current rate of pay.

D. FOP Sick Leave Donation

At the Sheriff's discretion, bargaining unit members may request sick leave donations to be provided solely by bargaining unit members within the FOP, in addition to the current BSO sick leave pool and/or donated leave program.

1. All requests for sick leave donations must be limited to extenuating or catastrophic circumstances and forwarded to the Sheriff for approval prior to receiving donated sick leave. The requesting member must have applied for the BSO donated leave program and have received denial or the maximum benefit payable prior to requesting additional sick leave donations from the FOP Sick Leave Donation Program.
2. The maximum number of donated sick hours a bargaining unit member may receive and utilize is three hundred and twenty (320) hours per calendar year.
3. The maximum number of hours a bargaining member may donate is four (4) hours per calendar year. The hours donated to a receiving bargaining unit member will only be deducted from the donating employee's bank on an as needed basis in the order of receipt from the donated member. No hours will be allowed to be pooled for use on a future date or occurrence.
4. Donating members must have a minimum of 500 hours of sick leave accruals to be eligible to donate.

12.5 PERSONAL DAY

Bargaining unit members are granted one (1) eight (8) hour personal day on an annual basis. The personal day may be used in increments and can be used at the bargaining unit member's discretion, subject only to prior supervisory approval. The personal day must be used by December 31 of each year and cannot be accumulated for any reason, unless the bargaining unit member has made repeated good faith requests to use the personal day and his/her requests have been denied. Only bargaining unit members employed by January 1 are eligible for a personal day. A personal day is not paid out at time of separation.

12.6 FAMILY AND MEDICAL LEAVE ACT (FMLA)

A bargaining unit member may be granted a leave of absence with the prior approval of the Sheriff as provided for in the Family and Medical Leave Act (FMLA) and in accordance with the Sheriff's policies.

12.7 FUNERAL/BEREAVEMENT LEAVE

During the term of this Agreement, a full time bargaining unit member shall be granted three (3) days funeral/bereavement leave at his current rate of pay in the event of a death of the bargaining unit member's mother, father, step-mother, step-father, step-child, brother, sister, son, daughter, grandchild, spouse, County registered domestic partner, mother-in-law, father-in-law, mother or father of

County registered domestic partner and the bargaining unit member's natural grandparents.

However, in the event the funeral and burial occur outside the State of Florida, the bargaining unit member shall be granted five (5) days of funeral/bereavement leave at his current rate of pay to attend the funeral and burial. The bargaining unit member must provide proof of the funeral/burial's location and obtain supervisor approval prior to using funeral/bereavement leave.

12.8 **ADMINISTRATIVE LEAVE**

It is recognized and agreed that Departments of Detention and Community Programs Lieutenants are exempt from the overtime requirements of the Fair Labor Standards Act. Nevertheless, a bargaining unit member may utilize up to eighty (80) hours of administrative leave per calendar year. Employees shall obtain supervisory approval prior to using administrative leave. Executive Officers may utilize eighty (80) hours of Administrative Leave per calendar year. Employees are not required to submit proof of hours worked as a prerequisite to use of administrative leave. Administrative leave time may not be accumulated. Leave time must be used within the calendar year or it will be lost. Administrative leave is not paid out at time of separation.

12.9 **JURY DUTY**

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

12.10 **HOURS OF LEAVE**

All leaves (i.e.: vacation, holiday, military, sick, bonus day, personal day, bereavement leave and administrative leave) shall be deducted in accordance with the total hours that the bargaining unit member regularly works.

- 12.11 **Annual Leave Buy Back** - Subject to funding and at the sole discretion of the Sheriff, bargaining unit members may elect to receive payment for up to forty (40) hours of annual leave at their current rate of base salary as reflected in the current salary schedule. Should an annual leave payout be approved, such elections must be received in writing by the Human Resources Director no later than September 1 during the term of contract (October 1, 2020 through September 30, 2023). Requests received after the September 1 deadline will not be granted.

ARTICLE 13

COMPENSATION AND BENEFITS

Compensation schedules for bargaining unit members are hereby established contingent upon funding by the Broward County Board of Commissioners. All compensation changes take effect the first full pay period after the recited date in the following sections. Anniversary dates are defined in Sheriff's Policy Manual. To the extent any wages or other benefits in this agreement may be applied retroactively, such wages and benefits will apply only to those bargaining unit members actually employed by the Sheriff at the time of the ratification of this agreement.

13.1 **SALARY RANGE ADJUSTMENTS**

- A. Effective Fiscal Year 2020/2021 (October 1, 2020 thru September 30, 2021), the Sheriff will provide all bargaining unit members with a pay increase of three percent (3%) of their base salary, i.e., excluding incentive, longevity, supplemental, assignment, or any additional pay.
- B. Effective Fiscal Year 2021/2022 (October 1, 2021 thru September 30, 2022), a three percent (3%) or greater salary range adjustment for bargaining unit members will preclude a reopener of this article. If the salary range adjustment is less than three percent (3%), the parties will reopen this provision of this article solely for the purposes of negotiating a salary range adjustment. Notice of the proposed salary range adjustment will be made within fifteen (15) calendar days from October 1, 2021. If an additional increase to the salary range is given after the first full pay period, the additional amount and effective date shall be determined by the Sheriff.
- C. Effective Fiscal Year 2022/2023 (October 1, 2022 thru September 30, 2023), a three percent (3%) or greater salary range adjustment for bargaining unit members will preclude a reopener of this article. If the salary range adjustment is less than three percent (3%), the parties will reopen this provision of this article solely for the purposes of negotiating a salary range adjustment. Notice of the proposed salary range adjustment will be made within fifteen (15) calendar days from October 1, 2022. If an additional increase to the salary range is given after the first full pay period, the additional amount and effective date shall be determined by the Sheriff.

13.2 **STEP PLAN**

In accordance with the Appendix A, bargaining unit members not at the maximum rate of the pay range shall advance one step in the pay plan on the member's anniversary date.

13.3 **LONGEVITY**

Bargaining unit members having completed twelve (12) years of continuous service, shall receive an increase in their base pay of five percent (5%). An additional increase of five (5%) shall be granted upon completing eighteen (18) years of continuous service. Bargaining unit members having completed twenty (20) years of continuous service, shall receive an increase in their base pay of two percent (2%). Adjustment will be based on the bargaining unit member's HIRE DATE regardless of the salary pay step the bargaining unit member is in at the time he/she attains the required number of years.

13.4 **ANNUAL LEAVE PAY PROVISIONS**

A bargaining unit member may request payment for his annual or authorized leave in advance of his scheduled leave by submitting a request in writing (including approved leave slip) to the Bureau of Finance and Budget, Payroll Division at least three (3) weeks prior to starting leave. This shall be limited to bargaining unit members on leave in excess of ten (10) working days.

13.5 **INSURANCE**

MEDICAL AND DENTAL INSURANCE

Effective October 1, 2020, bargaining unit employees will be responsible for the following employee contribution towards medical premiums:

Medical Employee Monthly Payroll Deduction January 1, 2021 through December 31, 2021			
	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
HNOnly - 1	\$67.60	\$145.94	\$195.94
HNOnly - 2	\$90.24	\$210.28	\$260.28
HNOPTION	\$108.24	\$272.08	\$322.08
OAMC *	\$147.54	\$372.08	\$422.08

**only available for employees who reside outside of the HNOnly/HNOPTION service area*

Dental Employee Monthly Payroll Deduction January 1, 2021 through December 31, 2021		
	<u>Single</u>	<u>Family</u>
DHMO Plan	\$0.00	\$14.56
PPO Plan	\$7.96	\$46.16
Indemnity Plan	\$19.28	\$75.34

- A. There will be no increase in premiums other than the monthly bargaining unit employee contribution rates as stated above, co-pays or deductibles for group medical insurance for the term of this Agreement. For those calendar years, bargaining unit members covered by this Agreement shall receive the same group medical and dental insurance plan provided to other bargaining unit members in accordance with the BSO group medical and dental insurance program.
- B. Medical premium increases for the level of coverage and plan the bargaining unit member is enrolled in shall be split between BSO and the bargaining unit member. BSO will pay 90% of the medical premium increase every year and the bargaining unit member will pay 10% of the medical premium increase every year. The 10% premium increase will be added to the bargaining unit member's bi-monthly payroll deductions.
- C. For the term of this agreement, if any other bargaining unit receives, through any subsequently negotiated contract, a lower monthly employee contribution rate towards medical premiums, the same monthly employee contribution rate will be offered to this bargaining unit.

LIFE INSURANCE

- A. Life insurance will be provided to bargaining unit members in an amount equal to one (1) year base salary of the bargaining unit member, and the cost shall be paid by BSO.
- B. Bargaining unit members are entitled to all supplemental insurance enjoyed by employees eligible for the Employee Exempt Package as of January 1, 2008.

13.7 RETIREMENT BENEFITS

- A. Each bargaining unit member who retires upon normal retirement defined by FRS or medical disability shall receive his issued badge (suitable ID case), and identification card clearly marked "retired", including those bargaining unit members who are employed by BSO and are governed by a contract city pension plan.
- B. Bargaining unit members hired prior to October 1, 2007, will be grandfathered to continue eligibility for the two percent (2%) retirement discount program. Bargaining unit members hired on or after October 1, 2007, will not be eligible for the two percent (2%) retirement discount program. Each bargaining unit

member who qualifies for retirement, under normal retirement as defined by the Florida Retirement System (FRS), shall receive a post retirement health insurance benefit equal to active duty members. Under said plan, the retiring member who is qualified to retire under FRS and in “good-standing”, will receive two percent (2%) credit for each year of creditable service pro-rated by each full month of service with BSO to a maximum of fifty percent (50%) of the total health insurance premium cost. The retiring bargaining unit member must meet all criteria and draw compensation from FRS within thirty-six (36) months of the last day of employment. Good standing as used in this section shall be defined as a bargaining unit member retiring without criminal charges pending. If the bargaining unit member ultimately is convicted of a felony or the member’s certificate is revoked by CJSTC, the bargaining unit member will forfeit the two percent (2%) for post-retirement healthcare upon a final order.

Retiring bargaining unit members retiring in good standing, who qualify for retirement under the Florida Retirement System (FRS) and who do not wish to continue to participate in the BSO Group health plan at time of retirement from BSO may elect to receive a monthly stipend equal to the premium amount paid by the Sheriff utilizing the lowest cost rates in place at the time of retirement with the employee’s percentage discount applied as outlined in 13.7 (B) The level of coverage, single or family will be determined by the single or family coverage level maintained for the twenty-four (24) months directly preceding retirement. If the employee’s level of coverage changed over the previous twenty-four (24) months from the time of retirement from BSO, the employee will only be eligible to receive a stipend equal to the amount paid by the Sheriff as defined in the applicable rates schedule utilizing the lowest single coverage cost rate in place at the time of retirement.

Retiring bargaining unit members retiring in good standing, who meet the requirements outlined in Section 13.6 and who do not participate in the BSO Group health plan at the time of retirement from BSO, may elect to receive a monthly stipend equal to the premium amount paid by the Sheriff utilizing the lowest single coverage cost rate in place at the time of retirement with the employee’s percentage discount applied as outlined in 13.7 (B). The stipend shall cease the month immediately following the member reaching Medicare eligibility.

Employees who elected to continue coverage in the BSO Group Health Insurance may at a later date cancel the coverage and elect to receive a monthly stipend equal to the stipend available at the time of separation/retirement. Employees are only eligible to elect the monthly stipend upon cancellation of their active participation in the BSO Group Health Insurance Plan.

- The employee must send written notification to BSO 30 days prior to the date they wish to terminate the coverage
- Termination of coverage must be the end of the month
- Employees will have 30 days from the last day of coverage to rescind their cancellation and maintain health insurance through the Broward Sheriff's Office
- Once cancellation of health coverage takes effect, the retiree will begin receiving monthly stipend payments based on the amount equal to the stipend available at the time of separation/retirement

Employees electing the monthly stipend may not re-enroll in the BSO Group Health Insurance at a future date.

Stipends shall cease the immediate month following the member reaching Medicare eligibility. Bargaining unit members retiring who no longer wish to participate in the health plan will not be eligible to re-enter the BSO health plan at any time in the future.

13.8 **SPECIAL BENEFITS**

- A. Bargaining unit members who are regularly assigned as Executive Officers shall receive a bi-weekly supplement of five percent (5%) of his/her current base rate of pay during such period of assignment. The salary supplement shall be non-cumulative and not included in base salary.

Bargaining unit members will not be entitled to the Executive Officer supplement or out of classification pay in the absence of a designated Executive Officer.

- B. Bargaining unit members regularly assigned as ERT Commanders will receive a one hundred fifty dollar (\$150.00) bi-weekly supplement in addition to their base salary. The supplement payment shall be non-cumulative and will not be included in base salary for any purpose.
- C. Bargaining unit members regularly assigned to Training will receive a seventy-five (\$75.00) dollar bi-weekly supplement to his/her base salary. The supplemental payment shall be non-cumulative and not included in base salary.
- D. Effective upon contract ratification, bargaining unit members regularly assigned to Internal Affairs will receive seventy-five (\$75.00) dollar bi-weekly supplement to his/her base salary. The supplemental payment shall be non-cumulative and not included in base salary.

The bargaining unit member can receive no more than one supplemental pay from Section 13.8 regardless of the number of concurrent special assignments. The bargaining unit member may choose the one supplemental pay he/she is to receive.

13.9 **VEHICLE SUPPLEMENT**

Bargaining unit members without an assigned vehicle shall receive a monthly salary supplement of one hundred-fifty dollars (\$150.00). The Sheriff exercises sole discretion in determining the bargaining unit member receiving the supplement or an assigned vehicle.

ARTICLE 14

MISCELLANEOUS

14.1 FIREARM QUALIFICATIONS

Bargaining unit members who are required by the applicable Director of Detention and Community Programs to qualify in the use of a weapon will be permitted to qualify during normal duty hours or as designated by the applicable Director.

14.2 COMMUNICATIONS

- A. The name and emergency telephone number(s) of the FOP Legal Representative or designee will be placed on the contact list maintained by the Departments of Detention and Community Programs Master Control. The Representative or designee will be notified in any situation in which a bargaining unit member is seriously injured, involved in a firearms discharge on-duty or any other incident requiring the dispatch of the - Internal Affairs Division as the result of a bargaining unit member's action, or when the Sheriff or his designee request the FOP be contacted.
- B. Other than those situations in which the response of the FOP is specifically requested by the Sheriff or designee, it shall be the discretion of the FOP as to whether an actual physical response is necessary.
- C. In those cases in which a bargaining unit member requests a FOP representative to respond or to be contacted and the affected party is unable to make such notification, Master Control upon request will attempt such notification.
- D. The FOP will provide and update the necessary information to facilitate compliance with this section.

14.3 DISCHARGE AND DISCIPLINE

- A. The procedures for investigation of bargaining unit members which could lead to disciplinary action, demotion or dismissal shall be as outlined in the Sheriff's Policy and Procedures Manual, as determined by the Sheriff, and the Florida Law Enforcement Officers Bill of Rights FS. 112.532, 112.533, and 112.534.
- B. Verbal counseling and forms of such to include counseling forms and memorandums shall not be grievable. Disputes arising from said forms should be brought to the attention of the Executive Director of Detention and Community Programs or designee for resolution. The FOP may request a meeting with the Executive Director of Detention and Community Programs or designee to review such matters at any time.

14.4 UNION DEDUCTIONS

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

14.5 LIGHT DUTY ASSIGNMENTS

Bargaining unit members who are temporarily unable to perform the essential functions of their position due to an injury or illness may be temporarily re-assigned to a light duty assignment for which they can perform the essential job functions. A minimum of two (2) light duty positions will be available. Preference for the light duty positions will be given to bargaining unit members who sustained an on-duty injury. The Sheriff or his designee in his sole and exclusive discretion may increase the number of light duty positions. . A bargaining unit member who refuses a light duty assignment authorized by his or her physician will be ineligible to use any accrued leave or disability benefit to which he/she would otherwise be entitled.

On-Duty Injury or Illness - All light duty assignments will be administered in accordance with Worker's Compensation F.S. 440.15 (6). If a bargaining unit member incurs an on-duty injury or illness, the bargaining unit member may be allowed, at the discretion of the Sheriff or designee, to return to work in a light duty status upon the recommendation of the Worker's Compensation authorized physician. At the discretion of the Sheriff or designee, the light duty assignment may continue in excess of sixty (60) working days.

Off-Duty Injury or Illness - If a bargaining unit member incurs an off-duty injury or illness, the bargaining unit member may be allowed, at the discretion of the Sheriff or designee, to return to work in a light duty status, upon the recommendation of his/her physician, for no more than sixty (60) working days in any continuous 24 month period, except in exceptional circumstances, as determined by the Sheriff or designee.

14.6 **WORKING OUT OF CLASSIFICATION**

Any bargaining unit member must be authorized by his supervisor in writing to perform the duties of a higher classification. If such assignment to the higher classification exists for more than forty (40) hours per calendar year, the bargaining unit member shall receive a five percent (5%) increase in his base salary for the actual time spent in the temporary classification for all hours over the first forty (40) hours. Bargaining unit members assigned as Executive Officers are exempt from this Article.

Any bargaining unit member who accepts or is permanently assigned, e.g., voluntary demotion, to a lower job classification shall be compensated within the range of the lower job classification

14.7 **TRAINING AND TUITION**

- A. The training and tuition policy will continue as it is currently administered.
- B. The Sheriff will pay the following incentive pay for law enforcement related education as defined by Sheriff's policy and procedure and the Criminal Justice Training and Standards Commission to all eligible employees covered by this Agreement pursuant to Florida Statutes.
 - (1) Completed Comm. College Degree or equivalent \$30.00 per month
 - (2) Completed Bachelor's Degree (4 years of college) \$80.00 per month
 - (3) Completed Master's Degree \$50.00 per month
- C. Attendance at training related to a bargaining unit member's duties as a correctional officer, approved by the chain of command and training shall be attended in an on-duty status. However, this provision does not apply to career development (incentive) courses, unless specifically approved by the chain of command.
- D. Payment for attendance at approved career development programs training courses shall continue as prescribed by Sheriff's policy and procedure and Florida Statutes 943.22.

14.8 **PERSONNEL RECORDS**

- A. Each bargaining unit member covered by this Agreement, or legal representative so designated in writing by the bargaining unit member, shall have the right to inspect his official personnel file. Such inspection shall take place at reasonable times and at the location where the official personnel file is kept. The bargaining unit member shall have the right to receive a duplicate copy of any item contained in his official file(s), at reasonable cost of reproduction.

- B. Inspection of personnel files will be limited in accordance with Florida Law. Anytime a bargaining unit member's personnel file is inspected by any person outside of BSO, a written notice will be forwarded to the affected Lieutenant.

ARTICLE 15

SENIORITY, LAYOFF, RECALL, VACANCIES AND SHIFT BIDDING

15.1 **LAYOFF/RECALL**

- A. In the event that the Sheriff eliminates a non-probationary lieutenant's position, which is unfilled, the bargaining unit will be notified within (5) working days. If a lieutenant's position is eliminated in which an incumbent lieutenant is currently assigned, the lieutenant with the least seniority will be notified of the pending lay-off and offered the opportunity to fill a sergeant position. Any lieutenant that fills a sergeant position shall not be required to serve a probationary period if the lieutenant is currently off probation.
- B. Lieutenants shall be recalled from layoff in accordance with their seniority as defined in section 15.2 of this Agreement. No new lieutenant shall be hired until all non-probationary lieutenants on layoff status in that classification have had an opportunity to return to work; provided, however, that in the sole discretion of the Sheriff, such bargaining unit members are deemed physically and mentally capable of performing the work. No laid off bargaining unit members shall retain the recall rights provided herein beyond twelve (12) months from date of layoff.
- C. A laid off bargaining unit member shall provide written notification to BSO of any change of address. The notice to return to work will be sent to the bargaining unit member's current address on file with BSO by certified mail with copies to the FOP, no less than (7) calendar days prior to the date the bargaining unit member is to report to work. A recalled bargaining unit member shall be considered to have quit if they fail to accept employment within seven (7) calendar days after notification, or fail, without permission, to report to work as instructed. Thereafter, the provisions of this Agreement notwithstanding, the Sheriff will owe no further obligation to the bargaining unit member.

15.2 **SENIORITY**

- A. Seniority shall be determined and established from the employee's date of last promotion to the rank of Lieutenant in the Departments of Detention and Community Programs. In the event that two or more employees have the same promotion date, seniority will be determined by date of hire.

Employment interruptions for the following reasons shall result in the loss of seniority:

- (1) Voluntary termination of employment in excess of 1 year;
- (2) Discharge

- B. The transfer or permanent assignment of an employee from the bargaining unit to another higher classification outside the bargaining unit shall terminate the acquisition of seniority; however, should the employee return to the unit within one year, previously acquired seniority shall be recognized by the parties.

15.3 **PROMOTIONS AND FILLING OF VACANCIES**

When a vacancy occurs in a bargaining unit position, BSO reserves the right to fill the vacancy with the Detention and Community Programs Lieutenant whom the Director, or the Director's designee, deems best suited. Members of the bargaining unit may request to be considered for available positions. Vacancies will be filled by the applicable Director of Detention and Community Programs in the Director's sole and exclusive discretion. Seniority will be a factor considered but will not be controlling.

15.4 **PROBATION**

- A. The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of the new employee to the position of lieutenant.
- B. During an employee's probationary period, the bargaining unit member serves in the position of lieutenant at the will and pleasure of the Office of the Sheriff. Accordingly, a probationary bargaining unit member who has been promoted may not grieve, or otherwise challenge by any other available procedure, any decision involving demotion to his former position.
- C. During the probationary period, no bargaining unit member may request a voluntary transfer.
- D. The Sheriff or designee may evaluate the performance of bargaining unit members monthly during their probationary period. Any such evaluation may be discussed with the bargaining unit member and the bargaining unit member may be counseled as to any problems that may reasonably cause him not to be granted permanent status.
- E. In the event an employee receives a promotion to lieutenant, that bargaining unit member shall serve a probationary period of six (6) months of continuous employment from the date of promotion. Effective immediately upon promotion, the bargaining unit member will receive no less than the current basic rate of pay for a lieutenant. Within ninety (90) days of being promoted, a bargaining unit member may voluntarily "retreat" to his former classification with no loss of previous seniority. Upon the expiration of said six (6) month time period, the appropriate official of the Office of the Sheriff may recommend retention of the bargaining unit member as a lieutenant. In the event the Office of Sheriff fails to approve retention, the bargaining unit member shall automatically revert to his former position, without loss of (previous) rights or benefits. Such reversion may not be appealed through the grievance/arbitration procedure.

- F. The probationary period for all newly hired bargaining unit members will be twelve (12) months of continuous, full-time employment. Prior to expiration of this time period, the Sheriff, or designee, shall either: approve retention of the bargaining unit member, at which time the bargaining unit member shall be granted permanent status or, in the event the Sheriff shall fail to approve retention, the bargaining unit member shall automatically be separated from employment, said separation being absolutely final, with no rights of appeal to any authority including either the grievance/arbitration procedure contained herein, or any disciplinary review process established, pursuant to the Sheriff's policy and procedure.
- G. During a newly hired bargaining unit member's probationary period, he serves at the will and pleasure of the Sheriff. Accordingly, a probationary bargaining unit member may not grieve, or otherwise challenge by any other available procedure, any decision involving discipline and/or discharge.

15.5 **SENIORITY, VACANCIES AND ASSIGNMENTS**

BSO has and retains the sole and exclusive right to determine the criteria and qualifications for all bargaining unit positions. BSO, in its sole and exclusive discretion, will give due consideration to seniority, but seniority will be one of various factors considered in BSO's decisions relating to filling vacancies and determining assignments.

15.6 **SHIFT BIDDING**

- A. There will be shift bidding based on seniority for all available open positions not filled by administrative selections, the number of which have been agreed to by the parties. Administrative selections shall be one shift Lieutenant per shift per facility; leaving one shift Lieutenant's position to be selected by bid based on seniority. The only exception to the foregoing process is in Central Intake, where all but one shift Lieutenant will be made by administrative selection, leaving only one shift Lieutenant's position available for selection by bid based on seniority. This process will result in administrative selections in the amount of sixty-six percent (66%) and bids selection based on seniority in the amount of thirty-four (34%).
- B. After the bid, all future shift bidding for shift Lieutenants will be conducted in conjunction with the Department of Detention Annual bids currently held for Sergeants Deputies and Technicians.
- C. BSO may make additional administrative selections throughout the year. There will be no more than an additional ten percent (10%) per calendar year, unless the move is for cause. In addition, when there is a vacancy and administrative moves are required in connection to filling that vacancy, the ten percent (10%) limitation does not apply; neither does the limitation on administrative moves brought about by training initiatives.

- D. Section 15.6 excludes all Lieutenants selected as executive officers. Management reserves all rights to unfettered discretion in the selection and placement of all Executive Officers. In addition, shift bidding is not available for those Lieutenants who are in a probationary status.

- E. Should Section 15.3 or Article 11 conflict with Section 15.6, then Section 15.3 or Article 11 will prevail.

ARTICLE 16

SUBCONTRACTING AND SUCCESSORSHIP

- 16.1 The parties agree that during the term of this Agreement, the Sheriff, as the designated Chief Corrections Officer, and any successor or assign of the corrections/detention/jail responsibilities in and for Broward County (whether private or public), will not subcontract any bargaining unit work, or any part thereof, performed by certified detention officers in the bargaining unit as of the date of this Agreement. Should the Subcontracting and Successorship provisions presently found at Section 16.1 of the Collective Bargaining Agreement with the Federation of Public Employees be modified, then the parties agree that the FOP shall have the unilateral right to adopt that provision and incorporate that provision into this Agreement by providing written notice to the Broward Sheriff's Office, Office of the General Counsel. No further changes shall be permitted.
- 16.2 The FOP shall be provided with prior notice before any bargaining unit work, performed by any bargaining unit member, can be subcontracted. Any displaced bargaining unit member will be provided preferential consideration for another vacant and funded position within the agency. Such bargaining unit member shall be required to satisfy the qualification for said position. Transitional training will be made available to assist any displaced bargaining unit member in meeting the minimum job skills, knowledge, and abilities of the available position.

ARTICLE 17

MEAL BREAKS, BREAKS AND ROLL-CALL

- 17.1 All bargaining unit members shall receive a meal break period of thirty (30) minutes, which shall be scheduled by the appropriate administrator. Meal breaks for bargaining unit members will be normally provided, which breaks shall not be unreasonably withheld. In the event that either the Department of Labor or the Sheriff, or designee determine that the Departments of Detention and Community Programs bargaining unit members are not exempt for purposes of the Fair Labor Standards Act, then it is agreed that the following would apply: It is agreed that the meal break would not represent compensable time, except as specified herein below. Nonetheless, all bargaining unit members would continue to receive pay for forty (40) hours per workweek. Accordingly, up to two (2) meal breaks per workweek may be interrupted without incurring any additional compensable time beyond that otherwise accrued. Any additional interruption of meal breaks in a workweek beyond two (2) meal breaks would result in an additional thirty (30) minutes of compensable time for that workweek. If bargaining unit members are deemed not exempt, the administrative leave provision in this agreement is revoked.
- 17.2 The Sheriff agrees that the head of each department shall grant to department bargaining unit members a fifteen (15) minute paid work break for each four (4) hour work period during a normal work shift. The break schedule shall be established at the discretion of BSO and shall not be unreasonably withheld.
- 17.3 At all Detention and Community Programs facilities (i.e. main jail, Detention facilities, etc.), all bargaining unit members shall be required to attend a fifteen (15) minute roll-call immediately prior to the appropriate shift start.

ARTICLE 18

DRUG AND ALCOHOL TESTING

- 18.1 The BSO and the FOP have negotiated a Drug and Alcohol-Free Workplace Policy and Work Rules (hereinafter, the "Policy") pursuant to the provisions of the Florida Drug-Free Workplace Program, as provided in Section 440.102, Florida Statutes, and the regulations of the Florida Department of Labor and Employment Security, Division of Workers Compensation, Rules 38F-9.011, Florida Administrative Code. The Policy is incorporated herein and made part of this Agreement. BSO's Policy prohibits illegal use of drugs and alcohol abuse, which might affect employees in the performance of their duties. This Policy gives BSO the right to test employees under certain circumstances and also provides grounds for disciplining employees who fail to comply with the Policy. All employees must comply with the requirements of the Policy, and will be subject to appropriate disciplinary action, up to and including discharge, in the event of non-compliance with the Policy.
- 18.2 The FOP agrees that BSO has the right to randomly screen all employees covered by this agreement each calendar year, in accordance with the terms of this Policy.
- 18.3 The Policy is available to all current employees electronically on the BSO Informant.
- 18.4 In the event that legislation and/or administrative regulations are enacted which amend, supplement or alter in any way the requirements set forth in the Florida Drug-Free Workplace Program, or which may enable BSO to reduce the cost or limit the increase in the cost of health, life, liability or workers compensation insurance premiums, BSO may change the Policy to comply with such legislation and/or administrative regulations. BSO will inform the FOP in writing prior to implementing any such change(s) in the Policy.

ARTICLE 19

AMERICANS WITH DISABILITIES ACT

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

ARTICLE 20

SAVINGS CLAUSE

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

ARTICLE 21

SPECIAL PAY

21.1 FLSA Exempt – Critical Incident Pay

In the event a bargaining unit member covered under this agreement is required to work by the Sheriff outside their normal work schedule to staff an incident in direct response to an event which is recognized as a declared state of emergency, the bargaining unit member will receive their base rate of pay within the Lieutenant pay range computed at time and one-half per hour for hours worked. Partial hours will be rounded to the nearest quarter hour.

The parties agree and acknowledge that Lieutenants covered under this agreement are salaried employees exempt from overtime compensation under the provisions of this Agreement and the Fair Labor Standards Act (FLSA) and that eligibility for receipt of supplemental “Critical Incident” pay does not in any manner alter their exempt status.

21.2 Non-scheduled Lieutenants may work in a vacant Lieutenant shift and be compensated a shift coverage payment of \$65.00 per hour for actual hours worked to a maximum of eight (8) hours each shift. The facility commander will evaluate whether or not the Lieutenant’s vacancy will need to be filled for that shift or not. If it is determined that the vacancy will be filled for that shift, Lieutenants will only be selected if there is no utility sergeant that can be shut down and placed as an OIC. The facility commander or designee shall first look to the same shift and facility and then to other facilities when filling a vacant lieutenant shift. The Sheriff or designee exercises sole discretion in determining the selection of the Lieutenant filling the vacant shift.

The parties agree and acknowledge that Lieutenants covered under this agreement are salaried employees exempt from overtime compensation under the provisions of this Agreement and the Fair Labor Standards Act (FLSA) and that eligibility for receipt of supplemental or special pay does not in any manner alter their exempt status.

ARTICLE 22

REPRODUCTION OF AGREEMENT

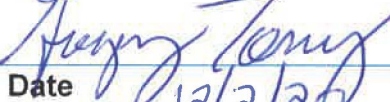
- 22.1 This Agreement will be made available on the BSO Intranet site, BSO Informant. BSO will provide to the FOP one (1) electronic disc copy for reproduction.

ARTICLE 23

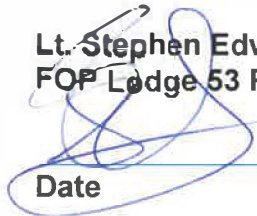
TERMS OF AGREEMENT

This Agreement shall become effective upon ratification and execution by both parties and, thereafter, shall be effective from October 1, 2020 through and including September 30, 2023. There will be re-openers solely for salary range adjustments as referenced in Article 13 – Compensation and Benefits. with the terms set forth in Section 13.1.

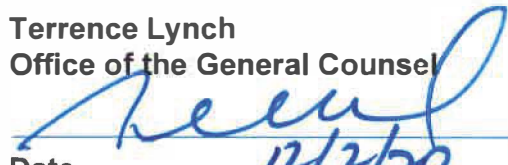
Gregory Tony
Sheriff of Broward County


Date 12/2/20

Lt. Stephen Edwards
FOP Lodge 53 President


Date 12-2-2020

Terrence Lynch
Office of the General Counsel


Date 12/2/20

FOP Staff Representative

Date

Witnesses:

 12/2/20

 12/2/20

 12/2/2020



on November 12, 2020

APPENDIX A

SALARY STRUCTURE

Steps	10/1/2020
1	\$ 64,685
2	\$67,918
3	\$71,315
4	\$74,880
5	\$78,624
6	\$82,555
7	\$86,683
8	\$91,017
9	\$95,570
10	\$100,347
11	\$105,365
12	\$111,686
13 (20 YOS)	\$119,115

Subject to funding as outlined in Article 13 – Compensation and Benefits