

**COLLECTIVE BARGAINING AGREEMENT**

between the

**BROWARD SHERIFF'S OFFICE**



and the

**INTERNATIONAL UNION OF POLICE ASSOCIATIONS**

**PROFESSIONAL**

**LOCAL 6030, AFL-CIO**



**OCTOBER 1, 2020– SEPTEMBER 30, 2023**

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This agreement is entered into this 1 day of October, 2020 by and between the Broward County Sheriff's Office, hereafter referred to as "BSO", and the INTERNATIONAL UNION OF POLICE ASSOCIATIONS, (AFL-CIO) hereafter referred to as "IUPA" or "Bargaining Unit" located within the county of Broward, State of Florida.

**Recitals**

Whereas, the IUPA is the sole and exclusive bargaining representative of the following described employees within the Certified Bargaining Unit;

Whereas, the Sheriff and the IUPA have negotiated in good faith, with the IUPA acting as the exclusive agent for those bargaining unit employees included in the certified unit with respect to wages, hours, and terms of conditions of employment; and

Whereas, the parties following extended and deliberate negotiations and having had an opportunity to freely discuss any and all issues, have reached a certain mutual understanding which they desire to reduce to writing. In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 1

### RECOGNITION

The SHERIFF recognizes the IUPA as the sole and exclusive representative for purposes of collective bargaining as certified by the Public Employees Relations Commission, Certification # 1719, with respect to wages, hours, terms and working conditions of employment exclusively for those employees contained within the certified unit as described hereafter:

**Included:** All non-supervisory professional employees in the following job classifications:

Accountability Specialist  
Accountant I  
Accountant II  
Accountant III  
Administrative Coordinator  
Auditor  
Background Investigator  
Biometric Unit Quality Assurance Specialist  
Child Protective Investigator  
Claims/Investigator Adjuster  
Classifications Records Coordinator  
Community Affairs Specialist  
Community Involvement Specialist  
Community Job Development Coordinator  
Community Programs Court Liaison  
Community Programs Supervision Specialist  
Computer Forensics Technician  
Crime Lab Quality Assurance Specialist  
Crime Lab Technical Leader  
Criminalist I  
Criminalist II  
Criminalist III  
Data Base Administrator  
Detention Classification Specialist  
Detention Communications Coordinator  
Detention Program Specialist  
Detention Staffing Management Systems Specialist  
Digital Forensic Examiner  
DOD Records Custodian  
Emergency Management Program Coordinator  
Employee Development Specialist  
Fingerprint Analyst I  
Fingerprint Analyst II  
Fingerprint Analyst III  
Geographic Information System Analyst  
Geographic Information Systems Specialist  
Grants Coordinator

Graphic Designer & Production Coordinator  
Health Fitness Specialist  
IT Project Coordinator  
IT Systems Software Engineer  
Information Technology Systems Administrator  
Inmate Mental Health Specialist  
Intervention Counselor  
Learning Management Systems Specialist  
Network Analyst  
Payroll Specialist  
Planning, Development and Facilities Specialist  
Purchasing Agent I  
Purchasing Agent II  
Purchasing Functional Agent  
Records Management Liaison Officer  
Research & Development Coordinator  
Research Specialist  
Risk and Safety Specialist  
Senior Auditor  
Senior Background Investigator  
Senior Claims/Investigator Adjuster  
Senior Network Analyst  
Senior Purchasing Agent  
Social Media Specialist  
Special Projects Coordinator  
Treatment Counselor  
Victim Advocate  
Worker's Compensation Analyst  
Youth Services Counselor

**New and/or Changed Classifications:**

If new classifications are established by the Sheriff and added to the bargaining unit or if the duties of existing bargaining unit classifications are substantially changed, the Sheriff shall forward the changes and any proposed wage scale to the IUPA for review. The Sheriff shall retain all rights as to new and/or changed classifications provided that where applicable under PERC law, IUPA shall retain the right to bargaining in accordance with such law.

**Excluded:**

Sworn Law Enforcement Employees, Certified Detention Employees, Certified Fire Rescue Employees, Managerial Employees, Confidential Employees, Supervisory Conflict Employees, Supervisory Professional Employees, employees who are employed in a part time status or on an "as needed" basis or on an irregular schedule and do not receive the same benefits as permanent employees, temporary employees, and all other employees of the Broward Sheriff's Office.

The Sheriff shall provide the IUPA a list of employees included in the classifications covered by the bargaining unit within a reasonable period following ratification. The list shall include their job classification and current salary. The Sheriff shall provide periodic updates to include all newly hired employees in classifications included in the bargaining unit.

## ARTICLE 2

### MANAGEMENT RIGHTS

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

- 2.1 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.
- 2.2 To hire, rehire, promote, transfer, schedule, assign, retain and lay off employees in positions with the Sheriff's Office.
- 2.3 To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- 2.4 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.
- 2.5 To determine the structure and organization of the Office of Sheriff, including the right to supervise, subcontract, expand, consolidate or merge any division thereof.
- 2.6 To determine the number of all employees who shall be employed by the Sheriff, job makeup, activities, assignments, and the number of hours and shifts to be worked per week or pay period, including starting and quitting times of all employees.
- 2.7 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 or organizational unit.
- 2.8 To determine internal security practices.
- 2.9 To determine whether and to what extent the work required in the operation of BSO will be performed by employees covered by this Agreement.
- 2.10 To determine the number, location and operation of work sites within the scope of responsibilities of the Sheriff's Office.
- 2.11 To require employees to participate in drug and/or alcohol testing as required by the standards of the Drug Free Work Place Act and/or the Sheriff's policies, procedures, rules and regulations.

- 2.12 To require employees to observe and obey BSO's policies, procedures, rules and regulations.
- 2.13 The above are by way of example of the type of matters or rights which belong to and are inherent in the Sheriff in his general capacity of management pursuant to, among other things, the Florida Constitution. Any other rights, powers, and/or authority that the Sheriff had prior to entering into this Collective Bargaining Agreement are retained by him, except as specifically abridged, delegated, granted or modified by this Agreement.
- 2.14 If the Sheriff fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Sheriff's rights to exercise any or all of such functions.
- 2.15 The exercise of the above-defined rights by the Sheriff shall not preclude employees or the IUPA from raising grievances should decisions on the above matters have the practical consequences of violating the terms of this Agreement and/or affecting any other existing conditions of employment.
- 2.16 The IUPA acknowledges that BSO may make amendments, revisions, additions, deletions and/or changes to the Sheriff's Policy Manual or Standard Operating Procedures. Any changes to the Manual shall be provided to the IUPA ten (10) days prior to issuance (when practicable) of such changes. The right to impact bargaining over any such change shall be waived unless the IUPA requests impact bargaining in writing within thirty (30) days of implementation.

## ARTICLE 3

### RULES AND REGULATIONS

- 3.1 The Sheriff shall make available on the BSO Informant to the Union and bargaining unit employees the Sheriff's Policy Manual (SPM) and Department/Division Standard Operating Procedures (SOP's) pertaining to employee-employer regulations. The Sheriff agrees to abide by those portions of the SPM and SOP's which are mandatory subjects of bargaining.

Should the BSO and/or a Department/Division propose to exercise its right to amend or modify any provision of the SPM or of an SOP which impact the wages, hours or working conditions of the bargaining unit members covered by the modification, the IUPA shall retain the right to bargain in accordance with the terms of this Agreement.

- 3.2 In the event that any rule, regulation, policy or procedure conflicts with this Agreement, the language in this Agreement shall control.

## ARTICLE 4

### NON-DISCRIMINATION

- 4.1 No bargaining unit employee covered by this Agreement will be discriminated against by the Sheriff because of membership in the IUPA, or authorized activity as required in this Agreement on behalf of the IUPA.
- 4.2 The IUPA will not discriminate against employees covered by this Agreement on the basis of their refusal to become an IUPA Member.
- 4.3 Both the Sheriff and the IUPA 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 and 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 5

### DAMAGE TO PERSONAL PROPERTY

- 5.1 In the event that a bargaining unit employee incurs damage to or loss of personal property while engaged in activities within the course and scope of their official duties, the Sheriff hereby agrees to replace/repair the damaged item up to a total amount of \$200.00 per incident. The total amount allocated for this benefit for this bargaining unit in its entirety will be five thousand dollars (\$5,000) during the term of this Agreement.
- 5.2 The replacement/repair of personal property shall be limited to: watches, prescription eyeglasses, prescription sunglasses, prescription contact lenses and wedding rings.
- 5.3 The reimbursement of any claim for repair or replacement of personal property outlined herein are subject to:
  - a. The bargaining unit employee notifying their supervisor as soon as practicable of the loss or damage;
  - b. The bargaining unit employee must make a report of the loss or damage to the appropriate authority; and
  - c. The replacement/repair must be approved in writing by the bargaining unit employee's Department Director.

## **ARTICLE 6**

### **PROBATION**

- 6.1 The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the bargaining unit employee's work and for securing the most effective adjustment of the new employee to his/her position, and for separating bargaining unit employees whose performance does not meet the required standards
- 6.2 The standard probationary period for all new BSO employees will be twelve (12) months of continuous employment from the date that the bargaining unit employee begins working as a paid full-time employee.
- 6.3 Bargaining unit employees in the job classification of Child Protective Investigator will be considered probationary until they have successfully completed pre-service training and have successfully performed the duties of a Child Protective Investigator for twelve (12) consecutive months thereafter.
- 6.4 Prior to expiration of the time period set forth in paragraph 6.2 for newly hired employees, the Sheriff shall either: (1) provide written retention of the bargaining unit employee granting regular employment status; (2) extend the bargaining unit employee's probation up to an additional six (6) months; or (3) in the event of the Sheriff's failure to provide written retention as set forth in (1) hereof, the bargaining unit employee shall automatically be separated from employment unless there is a vacant position available upon which he/she is qualified; if separated, 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 by the Sheriff's policy and procedures (SPM).
- 6.5 A bargaining unit employee, during the probationary period, serves at the will and pleasure of the Sheriff. Accordingly, a probationary employee may neither grieve, nor otherwise challenge by any other available procedure, any decision by the Sheriff involving any disciplinary actions or discharge. Probationary bargaining unit employees, through the IUPA, are limited in their use of the grievance procedure contained in Article 7 to resolve only a contractual grievance through the IUPA, as defined in 7.2 exclusive of a disciplinary or discharge action.
- 6.6 During the initial probationary period, no employees may request a voluntary transfer.
- 6.7 The Sheriff or designee may evaluate the performance of bargaining unit employees at least four (4) times during their initial probationary period. All performance evaluations will be discussed with the bargaining unit employee. BSO will counsel the bargaining unit employee on any concerns that may deny permanent status to said employee.

- 6.8 In the event a current bargaining unit employee receives a job classification change within the bargaining unit, that bargaining unit employee shall serve a probationary period of six (6) months of continuous employment from the effective date of the job classification change. Bargaining unit employees, who are having performance issues during the probationary period, including those who may need to have their probationary period extended for further evaluation, will be notified within a reasonable time of when the performance issues become apparent. Bargaining unit employees will not be required to serve a probationary period if the job classification change is the result of bumping (as outlined in the layoff article) or reclassification.
- 6.9 Upon the expiration of said six (6) month time period, set forth in paragraph 6.8, the appropriate official of BSO may recommend retention of the bargaining unit employee within the new job classification. In the event the Sheriff fails to approve such retention and the employee is not terminated for disciplinary reasons, the bargaining unit employee shall have the option to revert to his/her former job classification as long as a vacancy exists. Upon reverting to his/her former job classification, the bargaining unit employee will receive the wages and benefits he/she received prior to moving to the new job classification. Such reversion may not be appealed through the grievance/arbitration procedure.
- 6.10 In the event an employee represented by the IUPA Supervisory Unit or an unrepresented employee receives a job classification change into a job classification within this bargaining unit, the employee shall serve a probationary period of six (6) months continuous employment from the effective date of the job classification change; provided, however, that bargaining unit employees who receive a job classification change to the job classification of Child Investigative Specialist will be considered probationary until they have successfully completed the academy and they have successfully performed the duties of a Child Investigative Specialist for twelve (12) consecutive months thereafter.
- 6.11 Upon the expiration of said six (6) month time period, the appropriate official of BSO may recommend retention of the bargaining unit employee within the new job classification. In the event the Sheriff fails to approve retention, the bargaining unit employee shall have the option to revert back to his/her former job classification within the IUPA Supervisory Unit or unrepresented job classification as long as a vacancy exists. Upon reverting to his/her former job classification, the bargaining unit employee will receive the wages and benefits he/she received prior to moving to the new job classification. Such reversion may not be appealed through the grievance/arbitration procedure.
- 6.12 Unless he/she is terminated for disciplinary reasons, an employee may voluntarily retreat within ninety (90) days to the previous position held prior to the job classification change as long as the previous position is within this bargaining unit, the IUPA Supervisory Unit, or in an unrepresented job classification. Upon reverting to his/her former job classification, the bargaining unit employee will receive the wages and benefits he/she received prior to moving to the new job classification. Such reversion may not be appealed through the grievance/arbitration procedure.

## ARTICLE 7

### GRIEVANCE PROCEDURE

- 7.1 The parties will promptly adjust any complaint, dispute, or controversy involving the interpretation or application of any term or provision of this agreement.
- 7.2 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.
- 7.3 Completed disciplinary investigations will be referred to the Executive Director of Professional Standards for the determination of discipline if any. Bargaining unit employees receiving disciplinary actions of a suspension of five (5) days or less, or a written reprimand, shall be entitled only to review by the Administrative Appeals Board (hereinafter, "AAB") as set forth in Article 7.4, below. Disciplinary suspensions or more than five (5) days, demotion or termination if appealed, shall be referred to Step Three (3) as set forth in Article 7.5, below.

#### 7.4 **Administrative Appeals Board (AAB)**

##### **A. AAB Process:**

1. Appeals to the AAB shall be submitted within ten (10) working days of the bargaining unit employee's receipt of the final discipline (approved by the Department Head) by submitting the request to the Sheriff or his designee, with a copy to the command imposing the discipline.
2. For the purposes of this article, the term "working days" shall mean Monday through Friday, excluding weekends and holidays.

##### **B. AAB Structure and Selection:**

1. The AAB will consist of three (3) BSO employees.
2. One (1) AAB member will be selected by IUPA, 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 members selected by IUPA and the Sheriff, as follows:
  - a. Upon contract execution and on the anniversary of each contract year, IUPA, via their union representatives, will submit to the Sheriff, or his designee, seven (7) civilian employee candidates covered under this collective bargaining agreement to serve as an AAB member during such contract year. The Sheriff reserves the right to reject any submitted 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 approved IUPA candidate list, and IUPA will pick one (1) BSO employee from these ten (10) candidates to serve as an AAB member.
- c. The Sheriff, or designee, will pick one (1) AAB member from any BSO employee working in a work location with employees covered under this collective bargaining agreement.
- d. The two BSO employees selected as AAB members will pick the third AAB member from any BSO employee working in a work location with employees covered under this collective bargaining agreement.
- e. The selected AAB members will be eligible to randomly serve on the AAB for the period in which the IUPA candidate list is effective.

**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 7.4-2.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.
- 7.5 Should differences or disputes arise concerning the terms and conditions of this Agreement between the parties to this Agreement or between the bargaining unit employees covered herein and the Sheriff, the aggrieved party to this Agreement or any bargaining unit employee(s), as the case may be, shall be required to use the following procedures.

### **Step 1**

When there is a basis for a grievance, the IUPA representative or the affected bargaining unit employee(s), shall present a written grievance specifying the nature of the grievance and the contract provision(s) allegedly violated to the bargaining unit employee's department head, or designee, within fifteen (15) calendar days of the date on which the bargaining unit employee(s) knew or could have reasonably known of the occurrence of the event allegedly giving rise to the grievance. Upon presentation of this written grievance to the department head, or designee, and a copy to the Office of the General Counsel, the bargaining unit employee and the IUPA shall attempt to resolve the dispute and, within fifteen (15) calendar days thereafter, the department head or designee shall render a written decision to both

the bargaining unit employee(s) and to the IUPA. 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 IUPA representative or bargaining unit employee is not satisfied with the written decision rendered pursuant to Step 1, above, the same written grievance may be presented by the IUPA or the bargaining unit employee, within fifteen (15) calendar days after receipt of the written answer above, to the Sheriff, or his designee, and a copy to the Office of the General Counsel, who shall, within fifteen (15) calendar days of the receipt of same, render a decision in writing. The parties agree that Step 2 is the final step for contractual interpretation grievances filed by a bargaining unit employee(s). For grievances filed by IUPA representative, if no decision is rendered within the time period the grievance shall automatically advance to the next step.

## **Step 3**

In grievances involving discipline under Article 7.3 herein, IUPA or the affected bargaining unit employee may demand arbitration. In all other grievances, only IUPA may demand arbitration. Any demand shall be in writing and shall be presented to the Sheriff and a copy to the Office of the General Counsel, within fifteen (15) calendar days from receipt of the written decision rendered pursuant to Step 2 above. Either party may request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The request for arbitrators will be made by selecting the region designated as "metropolitan". Each party shall have the right to strike one (1) panel in its entirety but will be required to pay the cost of the additional panel. Requests to strike the entire panel must be made within seventy-two (72) hours of receipt of the original panel or, if there has been a new panel requested and the other party wants to strike that panel, within seventy-two (72) hours of receipt of the new panel. The arbitrator shall be selected from the list submitted by the Federal Mediation and Conciliation Service (FMCS) in accordance with its rules, which rules shall likewise govern the arbitration proceedings. 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. Both parties shall encourage the arbitrator to render his decision not more than thirty (30) days after the arbitration hearing or, where post-hearing briefs are filed, within thirty (30) days of their submission to the arbitrator. The arbitrator shall not be authorized to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her in writing by the parties and shall not have any authority to make a decision on any other issue beyond that presented in the grievance asserted. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement or established past practices consistent with the evidence presented. If the arbitrator acts in accordance with this Section, the decision of the arbitrator shall be final and binding.

The arbitrator's fees and expenses 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.

7.6 Application to this procedure shall foreclose and preclude the grievant from appealing to any other available procedure. Nothing in this Article shall require the IUPA to process grievances for employees who are not members of the IUPA, in conformity with Florida law. Employees 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. Nothing herein shall prevent the member from maintaining a claim or cause of action independent and separate of the basis of the grievance or the relief sought therein. Should any grievance filed by a bargaining unit employee without IUPA representation be resolved, this resolution shall not bind IUPA or any non-participating bargaining unit employee. The Sheriff agrees to promptly provide IUPA with copies of all grievances filed by bargaining unit employees without IUPA representation, and to provide IUPA with copies of the resolutions of said grievances.

7.7 The time limits in this Article shall be strictly observed and may be extended only by written agreement of the parties. However, grievances filed by the IUPA on an institutional basis may be filed directly at Step 2 as described above. On a case-by-case basis, the parties may mutually agree to bypass any step or steps in the grievance procedure.

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.

## ARTICLE 8

### HOURS OF WORK - OVERTIME

8.1 The determination of the daily, weekly and/or biweekly work schedules and the starting time of such schedules shall be established and/or changed by the Sheriff. Such changes to permanent shift schedules may be changed by the Sheriff from time to time upon fourteen (14) days calendar days' notice to the non-probationary bargaining unit employees and the IUPA and five (5) calendar days' notice to probationary bargaining unit employees and the IUPA.

8.2 **Fair Labor Standards Act (FLSA)**

**A. Non-Exempt Bargaining Unit Employees:**

The basic work period for non-exempt bargaining unit employees covered by this Agreement shall be forty (40) work hour(s) in a seven (7) consecutive day period, starting at 12:01 a.m. Saturday and ending at 12:00 midnight Friday, unless otherwise specified or defined herein, or as scheduled by the Sheriff.

**B. Exempt Bargaining Unit Employees:**

The parties recognize that certain job classifications are salaried and are exempt from overtime coverage of the Fair Labor Standards Act (FLSA). Such exempt bargaining unit employees receive a salary for all hours worked during a seven (7) day work period. They may be required to work hours in excess of forty (40) hours (without additional compensation) in a seven (7) day work period if the nature of their duties and/or BSO management so requires. The determination of a job classification's exempt status, in compliance with the FLSA, is the responsibility of the Bureau of Human Resources.

8.3 **Breaks, Work Hours:**

For purposes of this Article, shift and non-shift schedules are defined as follows:

Shift schedules includes work schedules within a work location operating twenty-four hours daily, seven days (24/7) a week or a minimum of sixteen hours daily, seven days a week (16/7).

Non-shift schedules include work schedules within a work location operating forty (40) hours within a four (4) or five (5) day period each week.

A. Those bargaining unit employees assigned to work shift schedules will be entitled to two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid meal break during the eight and one-quarter (8 ¼) hour work day or ten and one-quarter (10 ¼) hour work day. The two (2) fifteen (15) minute breaks are not to be taken consecutively or in conjunction with the thirty (30) minute unpaid meal break unless authorized by the bargaining unit employee's immediate supervisor. The break

schedules shall be established by the Directors of the applicable departments, or their designees, and breaks shall not be unreasonably withheld. Meal breaks will not represent compensable time, except as specified in this Agreement. Nonetheless, bargaining unit employees shall continue to receive pay for forty (40) hours of work per regularly scheduled workweek. All bargaining unit employees assigned to shift schedules regardless of shift assignment, attend a roll call fifteen (15) minutes prior to their scheduled shift, which shall be included as part of the eight and one-quarter (8 ¼) hour work day or ten and one-quarter (10 ¼) hour work day.

- B. Those bargaining unit employees assigned to work non-shift schedules shall be entitled to two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid meal break during the eight and one-half (8 1/2) hour work day or ten and one-half (10 ½) hour work day. The two (2) fifteen (15) minute breaks are not to be taken consecutively or in conjunction with the thirty (30) minute unpaid meal break unless authorized by the bargaining unit employee's immediate supervisor. The break schedule shall be established by the Directors of the appropriate departments, or their designees, and breaks shall not be unreasonably withheld. Meal breaks will not represent compensable time, except for the job classification of Child Investigative Specialist within CPIS who, due to the nature of their job duties, do not allow for a scheduled meal break or as otherwise specified in this Agreement.

#### 8.4 **Meal Breaks:**

All non-exempt bargaining unit employees can be recalled from authorized meal breaks at the discretion of their supervisor, without BSO incurring any added compensation/compensatory time, unless a bargaining unit employee has accrued actual work time in excess of forty (40) hours for the seven (7) day period.

#### 8.5 **Overtime:**

- A. Non-exempt bargaining unit employees who perform authorized and approved work on any eight (8) or ten (10) hour shift assignment in excess of forty (40) work hours in any workweek, as defined in Section 8.2 shall be paid at the overtime rate of one and one-half (1 ½) the bargaining unit employee's regular rate of pay, or the bargaining unit employee shall be provided compensatory time, at the bargaining unit employee's discretion as described in section 8.6 below.
- B. Hours that are computed as hours worked for the purposes of computing eligibility for overtime is consistent with the Sheriff's Policy Manual (SPM) and do not include hours used for sick leave or FMLA leave, regardless of the accrual type being used for compensation while on FMLA leave.

#### 8.6 **Compensatory Time:**

Compensatory time is time earned at one and one half (1 ½) times the overtime hours worked by a non-exempt bargaining unit employee. The choice of compensatory time off or overtime pay shall be at the bargaining unit employee's option. Accrued compensatory time may not exceed one hundred (100) hours, except when it is in the best interest of BSO, as determined by the Sheriff. Such

accrual must be exercised and used in good faith within a reasonable time period, at the discretion of the Sheriff. Upon promotion to an exempt job classification or separation from BSO, the bargaining unit employee shall be paid for all accrued, unused compensatory time at the bargaining unit employee's then existing rate of pay.

8.7 **Court Time:**

A non-exempt bargaining unit employee, who is required to appear as a witness in any county/circuit/federal court proceeding (excluding appearances as a character witness), as a direct result of employment with BSO shall receive pay for actual hours worked at the bargaining unit employee's applicable rate.

8.8 **Call Back:**

A non-exempt bargaining unit employee who has left the workplace and is ordered or otherwise directed to return to work more than sixty (60) minutes after completing their regularly scheduled hours of work shall receive a minimum of three (3) hours pay at the applicable rate. This three (3) hour minimum provision shall not apply where the hours worked outside of the regular schedule run contiguous with the bargaining unit employee's regular hours of work or the bargaining unit employee is called to work to correct his own error or omission which cannot wait until the bargaining unit employee's next shift.

8.9 **FLSA Exempt - Critical Incident Pay:**

In the event an exempt bargaining unit employee covered under this agreement is required to work outside their normal work schedule to staff an incident which is recognized as a declared local state of emergency, the bargaining unit employee will receive their base rate of pay within their applicable job classification pay range for all hours worked. Partial hours will be rounded to the nearest quarter hour.

## ARTICLE 9

### LAYOFF / REDUCTION IN FORCE

- 9.1 The Sheriff reserves the right to layoff bargaining unit employees for lack of work, lack of funds, or for any other reason necessary for the operation of the Sheriff's Office as determined solely by the Sheriff. In the event of personnel reductions, bargaining unit employees shall be laid off in the inverse order of their hire date seniority. Bargaining unit employees may not be bumped or displaced by non-bargaining unit employees.
- 9.2 When a position is identified as being eliminated, the bargaining unit employee may then bump the bargaining unit employee within the same job classification with the least hire date seniority. If more than one bargaining unit employee is being eliminated, the bargaining unit employee with the most hire date seniority selects first from the identified least hire date seniority positions.
- 9.3 IUPA Supervisory bargaining unit employees may bump into a lower classification that is part of a job classification series as defined by the Bureau of Human Resources when a position is either vacant or held by a newly hired employee in his/her probationary period. See job classification series for bumping in Appendix B. Appendix B is subject to change at the discretion of the Bureau of Human Resources should a job classification be eliminated, created, or modified.
- 9.4 Upon reverting to a classification within this bargaining unit, a bargaining unit employee shall retain his/her seniority based on his/her hire date, except that non-bargaining unit employees who enter this unit by any job action (i.e., a promotion from a FOPE position, transfer, demotion, etc.) will not retain their hire date seniority for bumping purposes until they have been in the bargaining unit for one (1) year.
- Upon reverting to a lower job classification, a bargaining unit employee's (TICD) shall be determined by the date of their permanent appointment to that job classification. The affected bargaining unit employee's new anniversary date becomes the date assigned in the new job classification.
- 9.5 Bargaining unit employees have the ability to revert into a IUPA job classification if the bargaining unit employee previously held that job classification within the previous 24 months, provided that they meet current qualifications based upon hire date seniority.
- 9.6 Vacancies within BSO will not be filled without due consideration given to the bargaining unit employees who express interest in the vacancy by submitting an application for a posted position. The BSO shall prepare a list of all available posted positions within the Sheriff's Office and will provide said list to the bargaining unit employee at the same time they are notified of the layoff.

Bargaining unit employees shall be recalled from layoff in accordance with their hire date seniority. No new employee shall be hired in any classification covered by this

bargaining unit until all bargaining unit employees on layoff status in that classification have had an opportunity to return to work; provided, however, that they shall meet all the qualifications of the position. No laid off bargaining unit employees shall retain the recall rights provided herein beyond eighteen (18) months from date of layoff.

- 9.7 A laid off bargaining unit employee shall provide written notification to BSO of any change of address. The notice to return to work will be sent to the bargaining unit employee's current address on file with BSO by certified mail with copies to the IUPA, no less than seven (7) calendar days prior to the date the bargaining unit employee is to report to work. A recalled bargaining unit employee 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 employee regarding the terms of this provision.

## ARTICLE 10

### LEAVES

#### 10.1 Annual Leave:

- A. Full-time bargaining unit employees are eligible to accrue annual leave time.
- B. New bargaining unit employees start to earn annual and sick leave from their date of hire. They may request this time as soon as it is earned.
- C. In recognition of continuous service, bargaining unit employees are eligible to accrue additional leave on their anniversary date after completing the prescribed number of years of service (see Tables 1 and 2).
- D. Annual Leave will continue to accrue during periods of absence in which the bargaining unit employee is in pay status.
- E. Annual leave may be used but must have prior supervisor approval if possible. Annual leave used for illness which lasts longer than three days may be counted towards FMLA eligibility.
- F. Annual or sick leave will not be granted in advance of being earned. If a bargaining unit employee has not earned sufficient leave credit to cover a period of absence, a deduction for the time involved will be made on the current payroll, but only for the amount eligible to be earned during that period.
- G. The minimum period of absence charged to annual or sick leave is ¼ hour. Beyond the minimum, rounding will be to the nearest ¼ hour.
- H. Supervisors will return annual leave requests within five (5) calendar days.

<b>TABLE 1: ANNUAL LEAVE</b>	
<b>Length of Service</b>	<b>Annual Leave Hours</b>
1 - 3 years	80
4 - 10 years	120
11 yrs or more	168

<b>TABLE 2: BIWEEKLY LEAVE ACCRUAL</b>		
<b>Length of Service</b>	<b>Annual Leave Hours Earned</b>	<b>Sick Leave Hours Earned</b>
1 - 3 years	3.077	3.692
4 - 10 years	4.615	3.692
11 yrs or more	6.462	3.692

10.2 **Eligibility:**

- A. Time spent on a leave of absence without pay is not included in length of service towards continuous annual leave, except for time on approved military leaves without pay.
- B. Bargaining unit employees rehired from a layoff list receive credit for continuous service before the layoff, but not for the period of layoff.
- C. If bargaining unit employees are rehired from a lay-off list, the period of layoff is treated as time in a non-pay status.
- D. Bargaining unit employees earn leave for any period they are in a pay status for more than half the number of hour in their biweekly work schedule. Bargaining unit employees in a non-pay status do not earn leave unless on Worker's Compensation.

10.3 **Accrual of Annual/Holiday Leave:**

- 1. Bargaining unit employees may not accumulate more than a cumulative total of 320 hours or the grandfathered cap of holiday and annual leave.
- 2. All accrued time in excess of 320 hours or the grandfathered cap will be lost by the employee if not used within the calendar year. A bargaining unit employee who has made reasonable attempts to use excess accruals and has been denied said requests shall submit written requests to the Director of Human Resources via his/her chain of command for authorization to carry over and use excess accruals into the next calendar year.
- 3. **Pay Advances** – a bargaining unit employee may request his/her accrued annual or holiday leave pay in advance of his/her scheduled leave by submitting a request in writing (including approved leave slip) to the Bureau of Finance, Payroll Section at least three (3) weeks prior to starting leave. This provision shall be limited to bargaining unit employees on leave in excess of ten (10) working days. Advance payment for annual leave will not be granted in advance of hours earned, and the request must be made in the same fiscal year that the leave will be taken. Bargaining unit employees can avail themselves of this section only if available and permissible by the funding source.

#### 10.4 **Sick Leave Use:**

A. Sick leave may be granted with supervisor approval for the following reasons:

1. Absence due to personal illness or off-duty injury
2. Personal medical or dental appointments
3. Under documented care of a physician
4. Care for an immediate family member or domestic partner due to an illness or disability, not to exceed 40 hours each calendar year.

Note: Bargaining unit employees must identify the immediate family member or domestic partner to their supervisor or command before taking the leave. The supervisor must inform the employee of possible FMLA eligibility and refer the employee to Employee Benefits.

- B. Bargaining unit employees on sick leave for three consecutive days will submit a completed Return to Work Authorization Form (BSO A#92) to a person designated by the Department Director or designee before returning to work.
- C. If a holiday observed by BSO occurs while a bargaining unit employee is on sick leave or did not report to work due to an illness, the bargaining unit employee will be charged sick leave for that day. If a holiday observed by BSO occurs while a bargaining unit employee is on annual leave, the bargaining unit employee will not be charged annual leave, but holiday leave for that day.
- D. Bargaining unit employees on annual or sick leave immediately before an emergency situation (such as a hurricane) will not be affected by special leave granted during the emergency situation.
- E. Bargaining unit employees on vacation who get sick or injured may charge the period to sick leave instead of annual leave if adequate proof is furnished.

#### 10.5 **Sick Leave Pool:**

The Sick Leave Pool will be granted in accordance with the Sheriff's Policy Manual (SPM).

#### 10.6 **IUPA (6030) Sick Leave Donation:**

At the Sheriff's discretion, bargaining unit employees may request sick leave donations to be provided solely by bargaining unit employees within the IUPA (6030), in addition to the current BSO sick leave pool and/or donated leave program.

- a. 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 IUPA (6030) Sick Leave Donation Program.

- b. The maximum number of donated sick hours a bargaining unit employee may receive and utilize is three hundred and twenty (320) hours per calendar year.
- c. The maximum number of hours a bargaining unit employee may donate is four (4) hours per calendar year. The hours donated to a receiving bargaining unit employee 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.
- d. Donating members must have a minimum of 500 hours of sick leave accruals to be eligible to donate.
- e. Donated sick leave will not affect the donating bargaining unit employee's eligibility to earn sick leave bonus days.

10.7 **Sick Leave Bonus Day**: The following calculations will be made at the end of 13 pay periods:

Bargaining unit members after completing thirteen (13) pay periods that no sick leave is taken, have the option to take a bonus day or receive pay (regular time). If the bonus day is selected it must be taken within thirteen (13) pay periods. If a bargaining unit member uses no sick leave for the immediately following thirteen (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 two-day (2) bonus, they will continue to receive the two (2) day bonus until the bargaining unit employee uses sick 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 thirteen (13) pay periods is measured from the last day the employee used a sick day. Bonus days earned are not cumulative and must be taken within the terms of this section.

- a. Bonus days will not be given to employees who do not complete 13 pay periods.
- b. Employees using sick leave on approved FMLA for a family member will not lose their eligibility for a bonus day.
- c. Earned bonus days may be used in increments. Bargaining unit employees who elect to receive pay for an earned bonus day will receive payment as an eight (8) hour day.
- d. Bonus days will not be denied unless the day requested creates an operational hardship as determined by command.

10.8 **Annual/Sick Leave Payments:**

A. **Annual Leave Payment:**

Upon separation, bargaining unit employees will receive a lump sum or continued biweekly payment as determined by the Sheriff for all outstanding annual and holiday leave up to 320 hours or their grand fathered cap plus any hours earned within the calendar year they are separating. The payment will be at the bargaining unit employee's current rate of pay at the time of separation. If the bargaining unit employee received an extension in order to utilize hours over 320 hours or the bargaining unit employee's grandfather cap into the next calendar year, the cumulative total number of hours over the cap at the end of the prior calendar year that have not been used will be automatically forfeited at the time of separation and are not subject to payment.

B. **Sick Leave Payment:**

The following Sick Leave Payment Schedule will be applied for all bargaining unit employees. Years of service for this section shall be determined by the bargaining unit employee's current hire date combining BSO time, with any Contract City time, and any time in the DROP Plan (excluding any break in service). "Good standing" as used in this section shall be defined as a bargaining unit employee resigning or retiring with no charges pending. If a bargaining unit employee has been notified that charges are pending against him/her then said bargaining unit employee must give a minimum of sixty (60) days' notice of his/her resignation or retirement date. If the bargaining unit employee is terminated prior to his/her resignation or retirement date, the bargaining unit employee will not be considered leaving in good standing. If the charges are subsequently not sustained, 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 and 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 employees 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 employees 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 contract city) or the death of the bargaining unit employees.

Upon normal retirement (as defined by FRS or contract city) of a bargaining unit employee in good standing or upon the death of a bargaining unit employee in good standing with at least ten (10) years of service but less than fifteen (15) years of service, the bargaining unit employee 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 employees current rate of pay.

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

Bargaining unit employees 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 employees current rate of pay.

Upon normal retirement (as defined by FRS or contract city) of a bargaining unit employee in good standing or upon the death of a bargaining unit employee in good standing with at least fifteen (15) years of service but less than twenty (20) years of service, the bargaining unit employee 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 employees current rate of pay.

### **Twenty (20) Years of Service**

Bargaining unit employee 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 employee's current rate of pay.

Upon normal retirement (as defined by FRS or contract city) of a bargaining unit employee in good standing or upon the death of a bargaining unit employee in good standing with at least twenty (20) years of service, the bargaining unit employee 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 employee's current rate of pay.

### **Twenty-Five (25) Years of Service**

Bargaining unit employees 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 employee's current rate of pay.

Upon normal retirement (as defined by FRS or contract city) of a bargaining unit employee in good standing or upon the death of a bargaining unit employee in good standing with at least twenty five (25) years of service, the bargaining unit employee 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 employee's current rate of pay.

C. **Annual Leave Payout for bargaining unit employees participating in FRS DROP:**

1. **DROP Definition:** Deferred Retirement Option Program. This FRS program is an alternative method for payout of retirement benefits for a specified and limited period for eligible FRS participants. This program is operated and administered by the State of Florida, Division of Retirement and subject to change at any time including cancellation of the program. Changes to the program can only be made by an act from the Florida Legislature to the Florida Administrative Code Chapter 60S.
2. **Eligibility:** Eligibility for this program is solely determined by FRS (see current FRS handbook or contact the Employee Benefits Manager). Employees entering a Contract City DROP should refer to their applicable pension plan requirements.
3. **Administration:**
  - a. The Human Resources Director or designee will sign all needed FRS DROP forms as the agency administrator.
  - b. The Employee Benefits Manager will have the primary responsibility for BSO's FRS DROP administrative obligations (prescribed by FRS). Administrative obligations for a Contract City DROP will be handled by the Contract City Pension Administrator.
- d. The Bureau of Finance and Budget will provide all accounting and financial administrative support needed for DROP activities.
4. **Procedure:**
  - a. Eligible bargaining unit employees electing to participate in FRS/Contract City DROP will be required to complete all required FRS forms along with the BSO DROP Participation Ballot (BSO AP#44). Forms can be obtained from Employee Benefits.
  - b. All DROP participants will receive a payout of accrued holiday and compensatory time at the time of DROP election.
  - c. Bargaining unit employees are eligible to earn compensatory time after their DROP election.

- d. DROP participants will have the option of accruing or receiving payment for holidays. Participants who work on a holiday will be paid for each holiday within the pay period it occurs.
  - e. Bargaining unit employees electing a payout of annual/holiday leave will be paid at the time of their DROP election after Benefits receives the completed BSO DROP Participation Ballot.
  - f. Bargaining unit employees electing a total annual leave payout will accrue annual leave on a "use it" or "lose it" basis for each calendar year. Bargaining unit employees in this category will be permitted to accrue and carry over a cap of 168 hours of annual leave. The 168 hours must be used before separation from BSO.
  - g. Bargaining unit employees who enter into the DROP and elect to retain up to a maximum of 80 hours will be given a new cap of 168 hours while employed with BSO. Upon separation, the bargaining unit employee will only be eligible for a final payment of the hours they retained upon entering DROP. For example, if the bargaining unit employee enters the DROP and chooses to retain 10 hours of annual leave, their annual leave cap will be 168 hours while employed, however, they will only receive payment for the original 10 hours retained when they entered DROP.
  - h. Bargaining unit employees not electing an annual leave payout will continue to earn annual leave accruals and are eligible for an annual leave accrual payout at the time of separation from BSO consistent with the Sheriff's Policy Manual or relevant bargaining unit agreements.
  - i. Annual leave payouts will be processed in the first full pay period of the month the participant enters FRS DROP.
  - j. Those bargaining unit employees who are within two (2) years of retirement/participating in DROP may carry over the above annual/holiday leave 320 cap but may not exceed 500 hours of annual/holiday leave.
  - k. Those bargaining unit employees who are within one (1) year of retirement/participating in DROP may carry over the above annual/holiday leave 320 cap but may not exceed a payout of 580 hours.
  - l. Bargaining unit employees must sign an irrevocable request at the time of their decisions.
5. The existing sick leave payments policy for employees will not change as a result of FRS DROP.

## 10.9 **Holidays:**

A. Holiday leave may be used for the same purpose as annual leave.

B. Observed Paid Holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. July 4th
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday after Thanksgiving Day
10. Christmas Day
11. One floating holiday

Note: Bargaining unit employees must be employed by January 1st to be eligible for the floating holiday.

C. Part-time bargaining unit employees who work a minimum of 20 hours a week but less than 30 hours a week will accrue four hours holiday leave or pay for each holiday. Part-time bargaining unit employees who work a minimum of 30 hours a week but less than 40 hours a week will accrue six hours holiday leave or pay for each holiday.

D. **Holiday Eligibility Requirement:** All full-time bargaining unit employees are entitled to the holidays listed in this section. To be eligible for paid holidays, bargaining unit employees must be in a pay status for a full day immediately before and after the observed holiday.

E. **Holiday Not Worked Falling on a Bargaining Unit Employee's Regular Day Off:** If a holiday is on a bargaining unit employee's day off and the bargaining unit employee does not work, the bargaining unit employee will be compensated with eight (8) hours of holiday pay at straight time.

F. **Work Performed on Holiday Falling on Employee's Regular Workday:** Work on a holiday falling on a bargaining unit employee's regularly scheduled workday will be compensated as follows:

1. 40-hours regular pay for the week
2. Eight-hours holiday leave or pay
3. Time and one-half for hours actually worked in excess of 40 hours during that week except for exempt (FLSA status) bargaining unit employees, who will only be compensated as specified herein.
4. Example 1: Assume a bargaining unit employee is scheduled to work an eight-hour day on Christmas Day. The bargaining unit employee will accrue eight hours of holiday leave or may be paid eight hours of holiday pay at straight time and 40-hours regular pay for that week.
5. Example 2: Assume the same bargaining unit employee in Example 1, worked 12 hours on Christmas Day (total 44 hours worked that week). The bargaining unit employee will be compensated for a total of 54 hours that week (40-hours regular pay, six-hours overtime pay [four hours at time and one-half], and eight-hours accrued holiday leave).

G. **Work Performed on Holiday Falling on Employee's Day Off:** If a bargaining unit employee is required to work on a holiday falling on the bargaining unit employee's day off, the bargaining unit employee will be paid as follows:

1. 40-hours regular pay for the week.
2. Eight-hours holiday leave or pay.
3. Time and one-half for hours actually worked in excess of 40 hours during that week except for exempt (FLSA status) bargaining unit employees, who will only be compensated as specified herein.
4. Example 1: A bargaining unit employee normally works a five-day workweek with Sunday and Monday off. Due to an emergency, the bargaining unit employee is called into work four hours on Monday, December 25 (Christmas holiday) and ends the week working 44 hours. The bargaining unit employee will be compensated for a total of 54 hours for the week (40-hours regular pay, six-hours overtime pay [four hours at time and one-half], and eight hours pay or eight-hours accrued holiday leave).
5. Example 2: Assume the bargaining unit employee in Example 1 worked 8 hours on December 25 due to an emergency. In that case, the bargaining unit employee will end the week actually working 48 hours and compensated for a total of 60 hours (40-hours regular pay, 12-hours

overtime pay [eight hours at time and one-half], and eight-hours pay or accrued holiday leave).

6. Example 3: Assume the bargaining unit employee in Example 1 worked 12 hours on December 25 or a total of 52 hours that week. The bargaining unit employee will be compensated for a total of 66 hours (40-hours regular pay, 18-hours overtime pay [12 hours at time and one-half], and eight-hours pay or accrued holiday leave).

H **Payment for Holiday Work**: Compensatory time, holiday leave, or overtime will not be paid or granted in connection with work on a holiday unless approved by a district/division commander on an Overtime Authorization Form (BSO AP#25).

I **Holidays Falling on Weekends**: Holidays falling on Saturday are usually observed the day before. Holidays falling on Sunday are usually observed the next day. For payroll purposes, the observed holiday date is considered the paid holiday, as indicated in the annual holiday schedule.

J. Every effort will be made for each bargaining unit employee to be scheduled off on at least one (1) of the following holidays: Thanksgiving, Day After Thanksgiving, Christmas and New Year's.

#### 10.10 **Personal Day**:

Bargaining unit employees who work 40 hours a week are entitled to one eight-hour personal day each calendar year. Part-time bargaining employees who work 20 hours a week but less than 30 hours a week will be credited with a four-hour personal day. Part-time bargaining unit employees who work a minimum of 30 hours a week but less than 40 hours a week will be credited with a six-hour personal day. Bargaining unit employees must be employed by January 1 to be eligible for a personal day. A personal day may be taken on any of the bargaining unit employee's regularly scheduled workdays during the year pursuant to the following provisions:

1. Rescheduling Personal Day: Bargaining unit employees must select their personal day before the last pay period of the current calendar year.
2. Request and approval of the personal day should be made in advance of the leave date unless impractical. The division/section commander may request bargaining unit employees to select their personal day in January of the current calendar year.
3. The bargaining unit employee's supervisor may approve the requested personal day or if approval impairs the operational efficiency of the division/section, the supervisor may disapprove the request and advise the bargaining unit employee to select a different day for approval.

4. A personal day may be used in increments and cannot be used beyond the current calendar year. A personal day is not paid out at time of separation.

#### 10.11 **Bereavement Leave:**

1. Up to three (3) days bereavement leave with pay, will be granted for the death of a bargaining unit employee's immediate family member. If the funeral or service occurs outside of Florida, five (5) days bereavement leave will be granted.
2. Immediate family is defined as the bargaining unit employee's spouse, county registered domestic partner, natural or legal child or parent, step-mother, step-father, step-child, sister, brother, mother-in-law, father-in-law, mother or father of domestic partner, employee's grandparent, or grandchild.
3. Domestic partners means only two adults who are parties to a valid domestic partnership relationship and who meet the requisites for a valid domestic partnership relationship as established by BSO. Criteria and registration will be accomplished pursuant to Human Resources/Employee Benefits SOP.
4. Bereavement leave must be taken within two weeks of the death or funeral.
5. Bereavement leave with pay is provided without charge to a bargaining unit employee's accrued leave.
6. **Advance Approval Required:** Bargaining unit employees will obtain supervisory approval before using leave. Approving supervisors will obtain the following information from their employee and enter it on the Leave Request Form.
  1. Name of the deceased
  2. Relationship to the bargaining unit employee
  3. Date and location of the services
7. For the death of an unborn child, bereavement leave will be granted upon receipt and approval of the necessary medical documentation, presented to Employee Benefits. Documentation will consist of medical documentation verifying the death of the unborn child. Employee Benefits will notify the bargaining unit employee's supervisor of approved leave for the death of an unborn child.
8. Only full-time bargaining unit employees in a pay status are eligible for bereavement leave.

## 10.12 **Jury Duty/Appearance as Witness:**

### A. **Excused Time:**

1. Bargaining unit employees absent from work to serve on jury duty or testify as a witness, after receiving a duly served subpoena under the seal of the court, are considered on official business. This will not apply to principals (or litigants) in any personal legal action. Bargaining unit employees seeking to be excused under this section will present the subpoena to their supervisor.
2. Bargaining unit employees released from court before the end of their workday will report to work as soon as possible. This applies to all shifts.

### B. **Witness Fees:**

1. Bargaining unit employees testifying for state, county, or other government jurisdictions while excused from duty with pay, are not eligible to accept witness fees. Fees received will be given to BSO.
2. Bargaining unit employees subpoenaed by a private party to a litigation who are testifying while excused from duty with pay, will accept a witness fee, but will be required to endorse the check and give it to their immediate supervisor.
3. Bargaining unit employees' supervisors will send all endorsed witness fee checks to Finance.
4. Bargaining unit employees not turning in their witness fees as required will be charged for the period of their absence from work.

- C. Bargaining unit employees serving on jury duty while excused from work with pay are not eligible to accept jury duty fees. All fees with the exception of mileage will be given to BSO.

## 10.13 **Leave of Absence Without Pay:**

- A. The Sheriff or designee may grant a leave of absence without pay for a period not to exceed one year to bargaining unit employees with at least one year of BSO service.

- B. A leave of absence may be granted for any good and sufficient reason; however, leave of absences are not granted for accepting employment elsewhere or establishing a business. Bargaining unit employees are prohibited from engaging in unauthorized work for personal gain while on leave.
- C. **Medical Leave of Absence:**
1. In order to be granted a medical leave of absence, BSO will require a medical certification from a medical doctor licensed in the State of Florida, documenting the accident, illness, or injury. The information should be submitted directly to Employee Benefits.
  2. BSO retains the right to receive a second medical opinion from a BSO- selected physician. BSO will pay the cost of a second opinion required by BSO.
  3. If a bargaining unit employee requesting medical leave refuses to cooperate in the second medical opinion of his/her illness, injury or other disabling condition, the leave will be denied.
- D. **Benefits:**
1. Bargaining unit employees are financially responsible for maintaining their health and all supplemental benefits while on leave.
  2. If during a leave of absence a bargaining unit employee works less than 30 hours during the work-week, the bargaining unit employee will be responsible for the full cost of insurance benefits.
  3. No retirement benefit contributions will be made for days an employee is on leave without pay except as otherwise provided by law.
- E. Before taking an approved leave of absence, bargaining unit employees may be required to return all BSO-issued equipment including badges and ID Cards.
- F. In all cases, when bargaining unit employees are granted a leave of absence, they must exhaust all accrued vacation, holiday, and compensatory time.
- G. No sick, annual, or holiday leave will be earned while a bargaining unit employee is on leave without pay.
- H. Anniversary dates will be adjusted to reflect the time on leave.
- I. Depending on the length of the leave and the operational needs of BSO, a position may or may not be held. Any decision made will be in accordance with the appropriate Federal and/or Florida State Law.

- J. While on a leave of absence, the bargaining unit employee will be expected to make periodic contact with his/her supervisor, at an agreed upon date, time and/or frequency, and advise the supervisor of any change in his/her circumstances related to the leave.
- K. Except in exigent circumstances, bargaining unit employees who do not return to work upon the expiration of an approved leave of absence will be considered to have voluntarily terminated their employment from BSO.

10.14 **Military Leave:**

The Sheriff will continue the Military Leave Policy as stated in the Sheriff's Policy Manual (SPM), State and Federal Law.

10.15 **Family and Medical Leave Act (FMLA):**

A bargaining unit employee 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.

10.16 **Administrative Leave:**

It is recognized and agreed that certain bargaining unit employees are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA). Nevertheless, effective upon contract ratification, an exempt bargaining unit employee may utilize up to sixty (60) hours of administrative leave per calendar year. Bargaining unit employees shall obtain supervisory approval prior to using administrative leave. Bargaining unit employees are not required to submit proof of hours worked as a prerequisite to use administrative leave. Administrative leave 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.

10.17 **Annual Leave Buy Back:**

Subject to funding and at the sole discretion of the Sheriff, bargaining unit employees 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 this Agreement (October 1, 2020 through September 30, 2023). Requests received after the September 1 deadline will not be granted.

Should any other bargaining unit within the same funding source receive an annual leave buy back during the term of this Agreement (October 1, 2020 through September 30, 2023), the employees within this bargaining unit who elect to receive the payment will receive the same option.

10.18 **Work Related Injury:**

Work related injuries will be governed by the Workers' Compensation Policy as stated in the Sheriff's Policy Manual (SPM), State and Federal Law.

## ARTICLE 11

### COMPENSATION

The following compensation schedule for bargaining unit employees is 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 and annual increases are defined in the Sheriff's Policy Manual (SPM). The parties recognize that certain bargaining unit employees' positions are funded by a grant which may have different fiscal years and funding sources. Accordingly, the parties recognize that compensation matters are driven by that funding source and may result in different compensation packages. To the extent that any wages or other benefits in this agreement may be applied retroactively, such wages and benefits will apply only to those bargaining unit employees actually employed by the Sheriff at the time of the ratification of this agreement. All salary range adjustments occurring after the commencement of the fiscal year will be reviewed retroactively upon contract ratification.

#### Salary Range Adjustments:

- 11.1 Effective Fiscal Year 2020/2021 (October 1, 2020 thru September 30, 2021), the Sheriff will provide all bargaining unit employees with a pay increase of three percent (3%) of their base salary, i.e., excluding incentive, longevity, supplemental, assignment or any additional pay.
- 11.2 Effective Fiscal Year 2021/2022 (October 1, 2021 thru September 30, 2022), a three percent (3%) or greater salary range adjustment for bargaining unit employees in the Child Protective Investigations Section (CPIS) will preclude a reopener of this article except as otherwise provided in the following paragraph below. If a salary range adjustment of three percent (3%) or greater cannot be offered to the bargaining unit employees in CPIS the parties will reopen the provisions of this article solely for the purposes of negotiating other compensation options for these employees. 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 is given after the first full pay period, the additional amount and effective date shall be determined by the Sheriff.

Effective Fiscal Year 2021/2022 (October 1, 2021 thru September 30, 2022), a three percent (3%) or greater salary range adjustment for all other bargaining unit employees will preclude a reopener of this article, except as otherwise provided in the previous paragraph above. If the salary range adjustment is less than three percent is (3%), the parties will reopen this provision of this article solely for the purposes of negotiating a salary range adjustment for the non-CPIS bargaining unit employees. 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.

A salary range adjustment for any bargaining unit employee that meets or exceeds the parameters of the preceding paragraphs will be applied retroactive to the effective date and is not dependent upon a salary range adjustment offered to all bargaining unit employees.

- 11.3 Effective Fiscal Year 2022/2023 (October 1, 2022 thru September 30, 2023), a three percent (3%) or greater salary range adjustment for bargaining unit employees in the Child Protective Investigations Section (CPIS) will preclude a reopener of this article except as otherwise provided in the following paragraph below. If a salary range adjustment of three percent (3%) or greater cannot be offered to the bargaining unit employees in CPIS the parties will reopen the provisions of this article solely for the purposes of negotiating other compensation options for these employees. 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 is given after the first full pay period, the additional amount and effective date shall be determined by the Sheriff.

Effective Fiscal Year 2022/2023 (October 1, 2022 thru September 30, 2023), a three percent (3%) or greater salary range adjustment for all other bargaining unit employees will preclude a reopener of this article, except as otherwise provided in the previous paragraph above. If the salary range adjustment is less than three percent is (3%), the parties will reopen this provision of this article solely for the purposes of negotiating a salary range adjustment for the non-CPIS bargaining unit employees. 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.

A salary range adjustment for any bargaining unit employee that meets or exceeds the parameters of the preceding paragraphs will be applied retroactive to the effective date and is not dependent upon a salary range adjustment offered to all bargaining unit employees.

- 11.4 Should the above terms outlined herein create a grant funding shortfall, the parties agree to meet and discuss within thirty (30) days' notice to IUPA.

11.5 **Annual Step Plan Increases:**

Bargaining unit employees not at the maximum rate of pay of the pay range shall advance one step in the pay plan on the employee's anniversary date.

11.6 **Longevity:**

Bargaining unit employees at the maximum of their pay range for one (1) year will be entitled to receive an annual lump-sum payment of three percent (3%) of their base salary on their anniversary date.

Effective upon contract ratification, bargaining unit members who complete twenty (20) or more years of continuous service will receive a one-time lump sum of seven

hundred and forty-three dollars (\$743.00). Said one-time lump sum 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/she attains the number of years. The terms of this provision pertaining to the one-time lump sum payment herein, will cease on September 30, 2023 unless renegotiated by the parties.

- 11.7 **Information Technology Division – On-Call Assignment** - The following job classifications within the Information Technology Division will receive on-call pay in the amount of \$42.86 daily when assigned on-call after the bargaining unit members scheduled shift.

Network Analyst  
Senior Network Analyst

- 11.8 **Child Protective Investigator – Trainer Supplement**

**Field Trainer**

Non-probationary certified Child Protective Investigators may be assigned and retained as a Field Trainer at the discretion of the CPIS Command, and upon said assignment, shall be entitled to receive a supplemental payment during periods of active training. The Child Protective Investigator must successfully complete training to enhance and maintain their skills, and to keep abreast of any policy or practice changes that may arise. Certified Child Protective Investigators must be designated as an active CPIS Field Trainer by CPIS Command before he/she will receive a supplemental payment.

The lump sum payment will be in addition to base salary, shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay.

**Classroom Trainer**

Non-probationary certified Child Protective Investigators may be assigned and retained as a Classroom Trainer at the discretion of the CPIS Command, and upon said assignment, shall be entitled to receive a supplemental payment during such period of assignment. The Child Protective Investigator must successfully complete any and all certifications required by the Florida Certification Board, and must obtain proficiency as a Critical Child Safety Practice Expert, and undergo training to enhance and maintain their skills, and to keep abreast of any policy or practice changes that may arise. Certified Child Protective Investigators must be designated as an active CPIS Classroom Trainer by CPIS Command before he/she will receive a supplemental payment.

The lump sum payment will be in addition to base salary, shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay.

CPIS Field Trainer.....\$75.00 biweekly

CPIS Classroom Trainer.....\$75.00 biweekly

## **ARTICLE 12**

### **OUT OF CLASSIFICATION PAY**

The Sheriff may, at his discretion, assign a bargaining unit employee covered by this Agreement to serve as temporary replacement for an absent supervisor. If a bargaining unit employee serves as temporary replacement for an absent supervisor, the bargaining unit employee shall be paid five (5%) percent above their current rate of pay for all work performed in the temporary position thereafter during that calendar year.

**ARTICLE 13**

**INSURANCE**

**13.1 Medical and Dental Insurance:**

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

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

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

<b>Dental Employee Monthly Payroll Deduction January 1, 2021 through December 31, 2021</b>		
	<b><u>Single</u></b>	<b><u>Family</u></b>
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 employees covered by this Agreement shall receive the same group medical and dental insurance plan provided to other bargaining unit employees in accordance with the BSO group medical and dental insurance program.
- B. Life insurance will be provided to bargaining unit employees in an amount equal to one (1) year base salary of the bargaining unit employee, and the cost shall be paid by BSO.
- C. 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.

## ARTICLE 14

### RETIREMENT BENEFITS

#### 14.1 Retirement:

**Florida Retirement System (FRS)** - The definition of normal retirement as defined by FRS applies to employees in both the Pension Plan and the Investment Plan. The definition and requirements will apply for retirement insurance discount eligibility determination.

**Contract City Pension** – Those bargaining unit employees retiring from a contract city pension plan must meet the definition and eligibility requirements of the applicable contract city pension plan’s regular retirement for retirement insurance discount eligibility determination.

#### 14.2 Retirement Insurance:

- A. Bargaining unit employees hired prior to October 1, 2007, will be grandfathered to continue eligibility for the two percent (2%) retirement discount program. Bargaining unit employees hired on or after October 1, 2007, will not be eligible for the two percent (2%) retirement discount program. Bargaining unit employees hired prior to October 1, 2007, who qualifies for normal retirement under the Florida Retirement System (FRS), shall receive a post-retirement health insurance benefit equal to full time bargaining unit employees. Under said plan, the retiring employee who is qualified to retire under FRS and in “good standing” will receive two percent (2%) credit for each year of creditable service prorated by each full month of service with BSO, up to a maximum of fifty percent (50%) of the total health insurance premium cost at the time of separation/retirement. Good standing as used in this section shall be defined as a bargaining unit employee retiring without criminal charges pending. Further, if there are any administrative charges pending against an employee at the time of his/her retirement, the employee will be considered to have retired in good standing pending the final disciplinary decision. If the administrative charges are sustained with a final decision of termination, the bargaining unit employee will be determined to have not left the agency in good standing and the retirement discount program benefits will be terminated.
- B. Bargaining unit employees transitioned to BSO prior to October 1, 2007, will be grandfathered to continue eligibility for the two percent (2%) retirement discount program. Bargaining unit employees transitioned to BSO on or after October 1, 2007, will not be eligible for the two percent (2%) retirement discount program. Bargaining unit employees who retire from a contract city pension plan and are employees of the Broward Sheriff's Office are eligible to remain in the Broward Sheriff's Office health care plan. Under said plan, the retiring member who is qualified to retire in “good standing” as outlined herein will receive two percent (2%) for each year of creditable service prorated by each full month of service

with BSO up to a maximum of fifty percent (50%) of the total health insurance premium cost at the time of separation/retirement.

- C. Retiring bargaining unit employees leaving in “good standing” who meet the requirements outlined in Section 14.1 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 14.2 (A) and (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.
- D. Retiring bargaining unit employees leaving in “good standing” who meet the requirements outlined in Section 14.1 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 14.2 (A) and (B). The stipend shall cease the month immediately following the member reaching Medicare eligibility.
- E. 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.
  - 1. The employee must send written notification to BSO 30 days prior to the date they wish to terminate the coverage.
  - 2. Termination of coverage must be the end of the month.
  - 3. 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.
  - 4. 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 employees 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.

- F. Each bargaining unit employee who qualifies for retirement under the Florida Retirement System (FRS) or from a contract city pension plan is eligible to continue a twenty-four thousand-dollar (\$24,000) life insurance policy under the group rates at the retiree's expense.

14.3 **Retirement Identification Card:**

Bargaining unit members who retire in good standing (no charges pending), upon normal retirement as defined by FRS or medical disability, shall receive his/her issued identification card marked "retired" including those bargaining unit members who are employed by BSO and are governed by a contract city pension plan.

## **ARTICLE 15**

### **NO STRIKE**

The IUPA, its officers, agents, representatives, and its bargaining unit employees 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 employees participate in a work stoppage, slowdown, sickout, job actions or picketing in furtherance of any of the above-prohibited activities.

The Sheriff recognizes that picketing out of uniform on an employee's off hours is a constitutional right. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the bargaining unit employees covered by this Agreement.

## ARTICLE 16

### AMERICANS WITH DISABILITIES ACT

- 16.1 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 bargaining unit employees covered by this Agreement. Accordingly, BSO is permitted to take such action(s) in compliance with the ADA requirements without disclosure to the IUPA or any affected bargaining unit employee. In that event, no action taken by BSO, in compliance with ADA, is subject to the grievance procedure herein.
- 16.2 The IUPA may request bargaining unit employees to execute written waivers of the 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.
- 16.3 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 17

### **DRUG AND ALCOHOL TESTING**

- 17.1 BSO has implemented a Drug and Alcohol-Free Workplace Policy and Work Rules, presently outlined in the Sheriff's Policy Manual (SPM), in accordance with the provisions of the Florida Drug-Free Workplace Program, as provided in Fla. Stat. Section 440.102 and other applicable law. The Policy is incorporated herein as a part of this Agreement. BSO's Policy prohibits illegal use of drugs and alcohol abuse, which might affect the bargaining unit employee in the performance of his/her duties. This Policy gives BSO the right to test bargaining unit employees under certain circumstances. All bargaining unit employees must comply with the requirements of the Policy. Failure to timely comply with this Policy by any bargaining unit employee will be grounds for immediate disciplinary action, up to and including discharge from the agency.
- 17.2 The Policy is available to all current employees electronically on the BSO Informant.
- 17.3 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 Union in writing prior to implementing any such change(s) in the Policy.

## ARTICLE 18

### PERSONNEL RECORDS

- 18.1 Each bargaining unit employee covered by this Agreement, or legal representative so designated in writing by the bargaining unit employee, shall have the right to inspect his/her 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 employee shall have the right to receive a duplicate copy of any item contained in his/her official file, at a reasonable cost of reproduction.
- 18.2 Inspection of personnel files will be limited in accordance with Florida law.

## **ARTICLE 19**

### **REPRODUCTION AGREEMENT**

This Agreement will be made available on the BSO Intranet site, BSO Informant. BSO will provide to IUPA one electronic disc copy for reproduction.

## **ARTICLE 20**

### **SAVINGS CLAUSE**

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**

### **UNION DEDUCTIONS**

- 21.1 Union deductions shall be made in accordance with forms provided by the IUPA and executed and authorized by the bargaining unit employee 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 employee shall be provided by the IUPA to the Sheriff. Any changes in the amounts to be deducted shall be given to the Sheriff and bargaining unit employees thirty (30) days in advance. These monies shall be transmitted to the IUPA within thirty (30) days after the monthly deductions.
- 21.2 The IUPA 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.
- 21.3 This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification by the bargaining unit employee, to the Sheriff and the IUPA.

## ARTICLE 22

### UNION REPRESENTATIVES

- 22.1 The Sheriff recognizes the right of the IUPA to designate IUPA representatives as it deems appropriate, with the understanding that representatives will be appointed based on location and shift not to exceed more than three (3) representatives per shift within CPIS and not to exceed more than two (2) representatives per shift for any other work location.. The IUPA 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 IUPA time pool bank pursuant to the provisions set forth below.
- 22.2 The Sheriff agrees to contribute up to a total of seven hundred fifty (750) hours per calendar year to an IUPA time pool for all bargaining unit employees. Such time shall be utilized by IUPA representatives, if necessary, for bargaining unit business as, set forth in Section 22.5. Unused hours will not be carried over to the following year.
- 22.3 The IUPA members may donate annual/ holiday leave time accruals to an IUPA time pool up to a total of five hundred 500 hours per calendar year. Such time shall be utilized by IUPA representatives, if necessary, for bargaining unit business as set forth in Section 22.5. Donated bargaining unit employee time can be carried over to the following year.
- 22.4 For each bargaining unit employee who is authorized to use time from the time pool, the bargaining unit employee shall fill out the appropriate form as provided by BSO. This form shall be processed through the command of the bargaining unit employee who is to use pool time. Command personnel shall determine if the bargaining unit employee's absence will create a staffing shortage and will have the option to approve or disapprove this request.
- 22.5 Hours from the IUPA time pool may be utilized by designated IUPA representatives when they are required to represent bargaining unit employees as part of grievance procedures, when they attend monthly IUPA Board of Directors meetings, negotiation sessions and meetings, and other mutually agreed meetings, subject to available manpower and staffing needs. Bargaining unit employees 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 employee is requesting to use the time pool. It is understood that, on rare occasions, the five (5) day time limit may not be met and based upon approval by management for good cause will not be unreasonably denied. Failure to file a completed pool time usage form five (5) days prior to the bargaining unit employee's request for use of pool time may result in the bargaining unit employee's not being paid for the time requested. The parties agree to limit the number of bargaining unit employees attending functions other than official negotiation sessions, as specified in Section 22.1 of this Agreement. The

parties agree that the number of bargaining unit employees attending official negotiation sessions while on duty will be restricted to no more than five (5) representatives in an on-duty status.

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

John Doe on IUPA" (IUPA Time Pool)

- 22.7 All applicable rules, regulations, and orders of the Sheriff's Policy Manual shall apply to any bargaining unit employee on pool time. Violations of the above mentioned rules, regulations and orders shall subject the bargaining unit employee on pool time to the regular disciplinary process currently provided for by the Broward Sheriff's Office.
- 22.8 The IUPA shall have five (5) certified administrative moves to place IUPA board members throughout the bargaining unit, with no more than one (1) IUPA board member per unit assigned through this administrative process. IUPA board members placed by administrative move must be included within the designated unit/shift to which they are assigned. CPIS is excluded from placement of a board member by this administrative process.
- 22.9 IUPA Board Members shall be permitted, with prior management approval, to carry cellular telephones inside all Sheriff's Office Department of Detention facilities for bargaining unit business purposes.

## **ARTICLE 23**

### **BULLETIN BOARDS**

The IUPA may place up to fifteen (15) bulletin boards in BSO facilities in places approved by BSO. The IUPA will purchase the bulletin boards to meet reasonable BSO specifications. The Sheriff shall install said boards within forty-five (45) days of receipt from IUPA. Bulletin boards are to be used as a means of communication to members of the IUPA. Items posted on the bulletin boards must be written on IUPA letterhead and signed by an IUPA official. The facility commander where the bulletin board is placed by the IUPA must receive within twenty-four (24) hours of placement, a copy of the key if the bulletin board is of the type where posted matters are locked behind glass. The IUPA acknowledges that while the bulletin boards are the property of the IUPA, they are nonetheless housed on BSO property and the use of the bulletin boards by the IUPA must be reasonable, consistent with BSO policies and procedures and consistent with applicable laws.

## ARTICLE 24

### LIGHT DUTY ASSIGNMENTS

Bargaining unit employees who are temporarily unable to perform the essential functions of their position due to a medical condition or injury may be temporarily re-assigned to a light duty assignment for which they can perform the essential job functions. Only up to ten (10) light duty positions will be available. The Sheriff or his designee in his sole and exclusive discretion may increase the number of light duty positions. A bargaining unit employee 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** - All light duty assignments will be administered in accordance with Worker's Compensation F.S.440.15 (6). If a bargaining unit employee incurs an on-duty injury, the bargaining unit employee may be allowed 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 his designee, the light duty assignment may continue in excess of sixty (60) working days.

**Off - Duty Injury** - If a bargaining unit employee incurs an off-duty injury, the bargaining unit employee may be allowed 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.

## **ARTICLE 25**

### **UNIFORMS**

Two (2) IUPA bargaining unit employees will serve on the uniform committee when the committee is considering uniforms or other matters that may affect members of this bargaining unit. The IUPA may submit recommendations for the improvements of said uniforms and other equipment. The Sheriff's decision shall be final.

## ARTICLE 26

### SENIORITY

#### 26.1 Seniority and Assignments:

Seniority for the purposes of selecting annual leave shall be determined and established from the bargaining unit employee's date of hire (DOH) with the agency.

Seniority for the purposes of selecting assignments, where the current practice allows for such selection, shall be determined by the bargaining unit employee's time in class date (TICD).

TICD is defined as the date of entry into the most recently held job classification in the IUPA Non-Supervisory Bargaining Unit to which he/she is assigned. Upon reverting, the bargaining unit member's TICD will be their original TICD not to include credit for time not within the original job classification the bargaining unit member is reverting back into.

New employees shall be credited with seniority status upon successful completion of the probationary period and shall be permitted to exercise seniority rights when regular bargaining unit employee status is achieved.

The notice provisions in this Article will not be in effect in the case of an emergency as determined the Sheriff.

During a bargaining unit employee's probationary period where the work location has shift bids, the bargaining unit employee will not be entitled to bid, unless their probationary period completes prior to the bid effective date.

#### A. General Consideration:

1. The term "vacancy" as used herein refers to an opening designated by BSO management to be filled. Except as modified herein, the Sheriff retains absolute authority to fill vacancies in his sole discretion.
2. A vacancy for the purposes of this section will be limited to changes to shift, hours of work, facility/location and days off within the BSO Division/Unit/Section and shall be filled on the basis of seniority with all qualifications being equal.
3. The Sheriff reserves the right to temporarily fill, for no more than twenty-one (21) calendar days, said vacancy with any available bargaining unit employee after the vacancy arises.
4. This Article does not apply to a BSO Division/Unit/Section wherein all bargaining unit employees within the same classification have the same shift, hours of work, facility/location and days off, inclusive of rotating shifts i.e. CPIS.

## **B. Transfer to a Vacant Position:**

1. When a vacancy arises the specifications of said vacancy will be posted internally within the Division/Unit/Section for a period of ten (10) working days and interested bargaining unit employees within the same Division/Unit/Section and of the same classification as the vacancy will be permitted to submit a request to transfer to said vacancy to their immediate supervisor.
2. Upon completion of the ten (10) working day posting, the Sheriff or his designee will review all requests for transfer. The bargaining unit employee with the most seniority will be transferred to said vacancy. In the event that no request to transfer is submitted, the vacancy will be filled through the selection/hiring process in Human Resources.
3. The Sheriff or the designated Colonel in his sole discretion may only "pass over" the most senior bargaining unit employee requesting the transfer, and to select any other qualified bargaining unit employee for legitimate operational reasons.
4. The transfer provisions of this article will apply prior to exercising the right to recall.

### **26.2 Involuntary Transfer:**

Reasonable efforts will be made for bargaining unit employees who are involuntarily transferred to another unit to maintain and carry with them approved leave time.

### **26.3 Annual Leave Selection:**

1. Seniority for the purposes of selecting annual leave shall be determined by the bargaining unit employee's date of hire (DOH) subject to operational needs when duties or skills allow.
2. The selection of the number of persons off duty on annual leave will begin no sooner than November 15 and completed no later than December 15, effective through the entire work period of the year next following and, where the pay period for the year end extends to the following year, through the first pay period to so carry over.
3. For the purpose of scheduling annual leave, a bargaining unit employee may use no less than two (2) consecutive days and no more than twenty-one (21) consecutive days per selection i.e. the most senior bargaining unit employee is the first to request and select no more than twenty-one (21) consecutive days before the next most senior bargaining unit employee makes their bid selection.

For the purpose of establishing the annual leave calendar, the maximum selections will be as follows:

<u>Years of Work Completed</u>	<u>Total Annual Leave Days</u>	<u>Max Selection</u>
1 to 3 years	10 days	2
4 years to 10 years	15 days	3
11 years and above	21 days	4

4. Bargaining unit employees do not have to have the time accrued at the time of the annual leave selection is requested. However, the bargaining unit member must be able to show the time will be accrued by the time the annual leave is to begin.
5. After the annual leave selection, annual or holiday leave shall be granted on a first come first serve basis. When the annual leave bid is for twenty-one (21) consecutive days, any additional leave requests may not be used in conjunction with the annual leave bid selection unless approved by command.

## ARTICLE 27

### VEHICLES

**Pool Vehicle:** - Any bargaining unit employee who is required to travel, inspect, or perform their assigned duties in more than one (1) facility or location as determined by management, may be provided a pool vehicle by the Sheriff, if available, in order to travel to said locations. The pool vehicle will not have take home privileges. The Sheriff shall incur all costs for said pool vehicle.

**Take Home Vehicle:** – Any bargaining unit member hired after October 1, 2015, whose job classification provides a take home vehicle, with the exception of CPIS Investigators, will be eligible for a take-home vehicle only if they reside within Broward County limits.

## ARTICLE 28

### **BARGAINING UNIT EMPLOYEE INVESTIGATION AND DISCIPLINARY PROCEDURES**

Members of this bargaining unit are governed generally by Chapter 9 of the Sheriff's Policy Manual (SPM) and specifically, subsection 9.1.3G (Complaint Investigation Procedure) and 9.4 thereof.

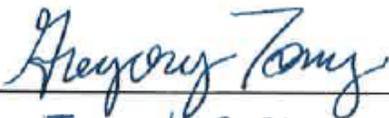
**ARTICLE 29**

**SIGNATURE PAGE**

**EFFECTIVE OCTOBER 1, 2020 thru SEPTEMBER 30, 2023**

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 11 – Compensation.

**Gregory Tony  
Sheriff of Broward County**

  
Date: June 11, 2021

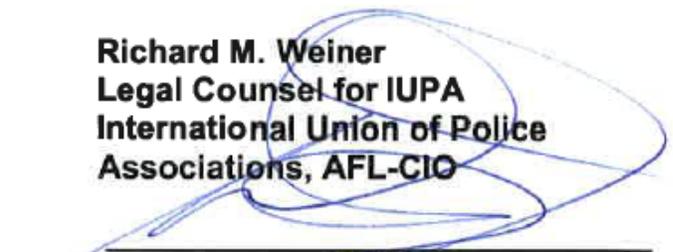
**Kenya Deleveaux, President  
International Union of Police  
Associations, Local 6030, AFL-CIO**

  
Date: 6/11/2021

**Terrence Lynch  
General Counsel  
Office of the General Counsel**

  
Date: 6/11/21

**Richard M. Weiner  
Legal Counsel for IUPA  
International Union of Police  
Associations, AFL-CIO**

  
Date: June 1, 2021

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**APPENDIX "A"**

**Job Classification Series**

<b>Bumping Order</b>	<b>Job Classification Listing</b>
1	Accountability Specialist
1	Accountant III
2	Accountant II
3	Accounting Supervisor
4	Accountant I
1	Administrative Coordinator
1	Senior Auditor
2	Auditor
1	Senior Background Investigator
2	Background Investigator
1	Biometric Unit Quality Assurance Specialist
1	Child Protective Investigations Supervisor
2	Child Protective Investigator
1	Senior Claims/Investigator Adjuster
2	Claims/Investigator Adjuster
1	Classifications Records Coordinator
1	Community Programs Court Liaison
1	Community Programs Supervisor
2	Community Programs Supervision Specialist
1	Community Job Development Coordinator
1	Community Supervision Programs QA Coordinator
1	Community Involvement Specialist

<b>Bumping Order</b>	<b>Job Classification Listing</b>
1	Computer Forensics Technician
1	Criminalist III (Bumping confined to incumbents' assigned specialty unit)
2	Criminalist II (Bumping confined to incumbents' assigned specialty unit)
3	Criminalist I (Bumping confined to incumbents' assigned specialty unit)
1	Crime Lab Technical Leader
1	Crime Lab Quality Assurance Specialist
1	Data Base Administrator
1	Detention Classification Supervisor
2	Detention Classification Specialist
1	Detention Communications Coordinator
1	Detention Program Supervisor
2	Detention Program Specialist
1	Digital Forensics Examiner
1	DOD Records Custodian
1	Detention Staffing Management Systems Specialist
1	Employee Development Specialist
1	Community Affairs Liaison
1	Community Affairs Specialist
1	Geographic Information System Analyst
2	Geographic Information Systems Specialist
1	Graphic Designer and Production Coordinator
1	Emergency Management Project Coordinator
1	IT Project Coordinator
1	IT Systems Administrator

<b>Bumping Order</b>	<b>Job Classification Listing</b>
1	Inmate Mental Health Specialist
1	IT Systems Software Engineer
1	Learning Management Systems Specialist
1	Risk and Safety Specialist
1	Senior Network Analyst
2	Network Analyst
1	Payroll Supervisor
2	Payroll Specialist
1	Senior Purchasing Agent
2	Purchasing Agent II
3	Purchasing Functional Agent
4	Purchasing Agent I
1	Research & Development Coordinator
2	Research Specialist
1	Social Media Specialist
1	Special Projects Coordinator
1	Treatment Supervisor
2	Treatment Counselor
3	Intervention Counselor
1	Treatment Programs QA Coordinator
1	Victim Advocate
1	Worker's Compensation Analyst
1	Youth Services Supervisor
2	Youth Services Counselor