

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**BROWARD SHERIFF'S OFFICE**



**Sheriff Gregory Tony, Ph.D.**

**and the**

**FEDERATION OF PUBLIC EMPLOYEES**

**A DIVISION OF THE NATIONAL  
FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO)**



**OCTOBER 1, 2024 – SEPTEMBER 30, 2027**

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This agreement is entered into this October 1, 2024 by and between Broward County Sheriff's Office, (hereafter referred to as "Sheriff" or "BSO"), and the FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES, (AFL-CIO) hereafter referred to as "FPE" or "Bargaining Unit" located within the county of Broward, State of Florida.

**Recitals**

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

Whereas, the Sheriff and the FPE have negotiated in good faith, with the FPE acting as the exclusive agent for those bargaining unit members 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 FPE as the sole and exclusive representative for purposes of collective bargaining as certified by the Public Employees Relations Commission, Certification #1104, with respect to wages, hours, terms and working conditions of employment exclusively for those employees contained within the certified unit as described hereafter, and/or as adjusted by written mutual agreement of the parties:

#### Included:

- Accounting Specialist I
- Accounting Specialist II
- Administrative Specialist I
- Administrative Specialist II
- Administrative Support Specialist
- Aircraft Technician
- Audio/Visual Technician
- Cadet – Detention
- Case Filing Specialist
- Civil Process Server
- Civil Process Server Supervisor
- Civil Process Specialist I
- Civil Process Specialist II
- Civil Writs Specialist
- Claims Representative
- Clerical Specialist
- Code Inspector
- Commissary Supervisor
- Community Service Aide
- Confinement Status Specialist I
- Confinement Status Specialist II
- Confinement Status Specialist III
- Courier
- Courier Supervisor
- Court Bailiff
- Crime Analyst
- Crime Scene Technician I
- Crime Scene Technician II
- Crime Stoppers Specialist
- Custodian
- Deputy Sheriff - Detention/Cross Certified
- Deputy Sheriff – Detention
- Detention Aide
- Detention Audio Video Technician
- Detention Technician
- Detention Facilities Maintenance Supervisor

Detention Law Library Specialist  
Digital Forensics Assistant  
Digital Records Supervisor  
Digital Records Technician  
Digital Forensic Video Specialist  
Evidence Technician  
Firearms Training Specialist  
Fire Equipment Technician  
Fire Rescue Analyst  
Fire Rescue Facilities Maintenance Supervisor  
Fleet Fuel Transport Driver  
Fleet Service Specialist  
Fleet Service Writer  
Forensic Technician  
I.D. Technician I  
I.D. Technician II  
Inmate Asset Specialist I  
Inmate Asset Specialist II  
Inmate Property Supervisor  
Investigative Aide I  
Investigative Aide II  
Mail Clerk  
Maintenance Specialist  
Maintenance Technician  
Marine Mechanic  
Parking Enforcement Specialist  
Photographer  
Property Specialist I  
Property Specialist II  
Public Records Specialist  
Public Records Supervisor  
Public Records Technician  
Purchasing Assistant  
Records/Warrants Specialist  
Records/Warrants Supervisor  
Records/Warrants Technician  
Regional Communications Duty Officer  
Regional Communications Operator - Trainee  
Regional Communications Operator I  
Regional Communications Operator II  
Regional Communications Operator III  
Senior Aircraft Technician  
Senior Parking Enforcement Specialist  
Senior Systems Technician  
Sergeant - Detention  
Sergeant - Detention/Cross Certified  
Strategic Intelligence Analyst  
Systems Technician

Terminal Agency Coordinator  
Training Specialist  
Treatment Caseworker  
Video Production Specialist

**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 FPE for review. The Sheriff and the FPE retain all rights as to new and/or changed classifications consistent with the applicable law including the FPE's right to impact bargain when applicable by law and consistent with Article 5 Section 5.2.

**Excluded:**

All other employees of the Broward Sheriff's Office including managerial, confidential, temporary, professional, and supervisory employees with a conflict of interest, sworn and certified law enforcement officers, and all other BSO employees not specifically identified herein.

The Sheriff shall provide the FPE a list of the current bargaining unit members within a reasonable period following ratification. The list shall include their home address, classification, and current pay step and grade. The Sheriff shall provide periodic updates to include all newly hired unit members. Any unit member may direct BSO to exclude their home address from such list.

Further, the FPE agrees to indemnify and hold BSO harmless from any claim or cause of action brought by a bargaining unit member because of BSO's compliance with this provision.

## ARTICLE 2

### NON-DISCRIMINATION

- 2.1 The FPE reserves the right to refuse membership to anyone via the Investigative Membership Committee, for just cause. The FPE will not discriminate in membership on the basis of age, race, creed, color, religion, national origin, sex, marital status, disability, or sexual orientation.
- 2.2 Removal from the FPE or membership removal is the exclusive right of the FPE, provided that such removal is not solely related to age, race, creed, color, religion, national origin, sex, marital status, disability, or sexual orientation.
- 2.3 No bargaining unit member or designated representative covered by this Agreement will be discriminated or retaliated against by BSO because of membership in the bargaining unit or authorized activity as required in this agreement on behalf of the bargaining unit.
- 2.4 The FPE will not discriminate against employees covered by the Agreement on the basis of their refusal to become an FPE member.
- 2.5 Both BSO and the FPE 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 BSO 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, no allegation of employment discrimination can be processed through the contractual grievance/arbitration procedure.

## ARTICLE 3

### GRIEVANCE PROCEDURE

- 3.1 The parties will promptly adjust any complaint, dispute, or controversy involving the interpretation or application of any term or provision of this agreement.
- 3.2 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.
- 3.3 Bargaining unit members receiving disciplinary actions of a suspension of ten (10) days or less, or written reprimand, except for those actions concluded via the Admit and Move On procedure shall be entitled only to review by the Administrative Appeals Board (hereinafter, "AAB").
- 3.4 Appeals to the AAB shall be submitted within fifteen (15) calendar days from the date of the bargaining unit member's receipt of the final discipline (approved by the Executive Director of Internal Affairs). Appeals must be submitted in writing to the Sheriff or his designee. The decision of the AAB shall be final and binding on both parties.
- 3.5 **AAB Structure Representation:**
  - 1) The AAB will consist of three (3) BSO employees. One (1) employee will be selected by the Sheriff and one (1) employee will be a representative from the FPE. The FPE Representative will be selected as follows:
    - a. Two separate lists, one of certified/sworn detention deputies and one of non-certified or civilian employees will be submitted by the FPE, via their union representatives, to the Sheriff.
    - b. Each list (certified/sworn and non-certified or civilian) will consist of thirty (30) employees from within the bargaining unit.
    - c. The Sheriff or designee will select fifteen (15) candidates from each list provided. These selected candidates will be eligible to randomly serve on the AAB for a twelve (12) month period and without additional compensation other than regular rate of pay.
    - d. The Sheriff reserves the right to reject the initial submitted lists of candidates without explanation. The FPE will then submit another list of candidates. The Sheriff may not reject the revised lists without a reasonable explanation acceptable to the FPE.
    - e. The employees designated by the Sheriff to serve on each AAB will be selected by the Sheriff in his sole discretion.

- f. The employees designated by the Sheriff to serve will not have involvement in the current case being presented to the AAB.
  - g. The two (2) 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.
- 2) The AAB will meet periodically at a predetermined date and time to hear employee appeals.
  - 3) The selected FPE members (certified/sworn, non-certified or civilian) will be assigned to hear and determine those disciplinary matters pertaining to their respective employee classification.
  - 4) All three (3) members must be present for the AAB to convene.
  - 5) 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.

### 3.6 **Hearing process**

- 1) 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.
- 2) The AAB will hear and determine:
  - a. Bargaining unit member requested cases involving ten (10) day suspensions or less.
  - b. Appeals based on previously filed written documents. No oral presentation may be made without supporting written documentation submitted at the time of invoking the appeal process, or as amended.
- 3) Bargaining unit members or their representative may appear before the AAB to provide a verbal statement restricted to those issues specifically outlined in the bargaining unit member's written appeal, amendments thereto and any documents attached for consideration by the AAB. A representative of BSO will be permitted to appear before the AAB for the same purpose. Either party may invite an additional representative to observe, but not participate, in the AAB proceedings, for purposes of education and training. No disciplinary history, even similar in nature, will be presented in writing or discussed prior to the violation being sustained.

- 4) 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) calendar days prior to the scheduled hearing.
- 5) The AAB, upon its review of the case and all written materials, will make one of the following findings:
  - a. Sustained
  - b. Not sustained

After sustaining any violation, the AAB will:

- a. Review the bargaining unit member's prior disciplinary history and record.
    - b. Consider the recommended discipline and either accept the recommended discipline, decrease the recommended discipline, or increase the recommended discipline.
    - c. No discipline imposed by the AAB may exceed the jurisdiction of the AAB.
  - 6) A written explanation shall be provided by each member, whenever the AAB does not sustain a charge or increases or decreases the discipline. A copy will be provided to the FPE and the bargaining unit member's command.
  - 7) The decision of the AAB will be binding on all parties, and no further appeal or grievance is permitted unless the written explanation of a member evidences bias or prejudice.
- 3.7 Disciplinary suspension of eleven (11) days or greater, demotion or termination shall be processed through the Professional Standards Committee. If the final discipline rendered is not acceptable to the bargaining unit member's satisfaction, discipline involving a ten (10) day suspension or less, can be appealed to the Administrative Appeals Board (AAB). For discipline involving an eleven (11) day suspension or greater, demotion, or termination can be appealed directly to Step Three (3) as set forth below (arbitration).
- 3.8 Should differences or disputes arise concerning the terms and conditions of this Agreement between the parties to this Agreement or between the bargaining unit members covered herein and the Sheriff, the aggrieved party to this Agreement or any bargaining unit member(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 FPE representative on behalf of the bargaining unit member(s), shall present a written grievance specifying the nature of the grievance and the contract provision(s) allegedly violated to the bargaining unit member's department head, or designee, and a copy to the Office of the General Counsel, within fifteen (15) calendar days of the date on which the bargaining unit member(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, the bargaining unit member and the FPE 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 member(s) and to the FPE. If no decision is rendered within the time period, the grievance shall automatically advance to the next step.

### **Step 2**

In the event the aggrieved bargaining unit member is not satisfied with the written decision rendered pursuant to Step 1, above, the same written grievance shall be presented by the FPE, and a copy to the Office of the General Counsel, within fifteen (15) calendar days after receipt of the written answer above, to the Sheriff, or his designee, who shall, within fifteen (15) calendar days of the receipt of same, render a decision in writing. If no decision is rendered within the time period, the grievance shall automatically advance to the next step.

### **Step 3**

- 3.9 In the event a grievance processed through the grievance procedure set forth above has not been resolved, either party may file within fifteen (15) calendar days, and a copy to the Office of the General Counsel, after the Sheriff or his designee, renders a written decision on the grievance, a demand for arbitration upon the Sheriff or his designee. Within fifteen (15) days after filing the demand for arbitration, the FPE shall request the Federal Mediation and Conciliation Services (FMCS) to furnish a panel of seven (7) names from which each party shall alternate striking a name until the seventh (7<sup>th</sup>) is left which will give a neutral or impartial arbitrator. 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, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issues submitted to him or her 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 arbitrator must address all arguments presented by both parties. 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 on both parties.

The parties agree to be subject to the Federal Mediation and Conciliation Service (FMCS) rules of expedited arbitration in instances where the arbitration process set forth above will render the arbitration moot. Where the parties agree that expedited arbitration is necessary to resolve a matter that would otherwise be rendered moot, the FPE shall present a written demand for expedited arbitration within ten (10) calendar days of the date on which the bargaining unit member knew or should have reasonably known of the occurrence or event that allegedly gave rise to the grievance. Expedited arbitration procedures will not include disciplinary arbitrations. The arbitrator shall retain jurisdiction for sixty (60) calendar days to enforce their order.

The evidentiary standard to be applied by the arbitrator in any disciplinary or contract grievance shall be preponderance of the evidence. The party bearing the burden of proof must prove its case by a preponderance of the evidence to succeed. The arbitrator's fees and expenses shall be borne equally by both parties. 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 unless the FPE wishes to hire another court reporter who will meet the BSO attendance and transcript rates or pay the additional difference.

- 3.10 Application to this procedure shall foreclose and preclude the grievant from appealing to any other available procedure. Nothing in this Article shall require the FPE to process grievances for employees who are not members of the FPE, 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.
- 3.11 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 FPE on an institutional basis may be filed directly at Step 2 under Article 3.8 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.

- 3.12 The FPE will retain its seat on the Professional Standards Committee (PSC) when the Committee is reviewing a case involving a unit member. The Professional Standards Committee will be guided by the BSO Policy and Procedures Manual. This unit member's command will be available for any questions posed by members of the committee but will not be authorized to attend the PSC hearing unless called upon. Additionally, the command member will not be permitted a

vote unless the command member is a representative of the established Professional Standards Committee (PSC).

- 3.13 The Sheriff or designee will notify the FPE of all discipline within five (5) business days of final approval, including but not limited to matters that can be reviewed by the Administrative Appeals Board (AAB) in Arbitration.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

The FPE 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:

- 4.1 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.
- 4.2 To hire, rehire, promote, transfer, schedule, assign, retain and layoff employees in positions with the Sheriff's Office.
- 4.3 To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- 4.4 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.
- 4.5 To determine the structure and organization of the Office of Sheriff, including the right to supervise, subcontract, expand, consolidate or merge any division thereof, consistent with Article 17 of this Agreement.
- 4.6 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.
- 4.7 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.
- 4.8 To determine internal security practices.
- 4.9 To determine whether and to what extent the work required in the operation of BSO will be performed by employees covered by this Agreement consistent with Article 17 of this Agreement.
- 4.10 To determine the number, location and operation of work sites within the scope of responsibilities of the Sheriff's Office.
- 4.11 To require employees to participate in drug and/or alcohol testing as required by the standards of the Drug Free Workplace Act and/or the Sheriff's Policy, Manual (SPM).

- 4.12 To require employees to observe and obey BSO's policies, procedures, rules and regulations.
- 4.13 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.
- 4.14 The parties acknowledge and agree that the management rights provided to the Sheriff in said agreement are imposed pursuant to court order and are not affected by the expiration, ratification, or non-ratification of the collective bargaining agreement.
- 4.15 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.

## **ARTICLE 5**

### **MAINTENANCE RIGHTS**

- 5.1 The exercise of the above-defined rights by the Sheriff shall not preclude employees or the FPE from raising grievances should decisions on the above matters have the practical consequences of violating the terms of this Agreement.
- 5.2 The FPE acknowledges that the Sheriff may, from time to time, make amendments, revisions, additions, deletions and/or changes to the BSO Policy Manual (SPM) and other official documents setting forth rules, regulations, and operational procedures. The Sheriff will give the FPE's designated business representative a copy of said changes to the Sheriff's Policy Manual (SPM) ten (10) days prior to issuance except under exigent circumstances. This does not constitute a waiver of the FPE's right to impact bargaining. However, impact bargaining will be deemed waived if not requested in writing to the Sheriff within six (6) months of the change.

## **ARTICLE 6**

### **NO STRIKE - NO LOCKOUT**

- 6.1 The FPE, its officers, agents, representatives, and its bargaining unit members and employees agree that they will not strike, as defined by the Public Employees Relations Act, and agree not to participate in a strike against the Sheriff by instigating or supporting a strike, nor shall the bargaining unit members participate in a work stoppage, slowdown, sickout, job actions or picketing in furtherance of any of the above-prohibited activities. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the bargaining unit members covered by this Agreement.
  
- 6.2 During the term of this Agreement, the Sheriff agrees that it will not authorize, cause, or engage in any lockout of bargaining unit members unless a lockout should become necessary for the protection of the Sheriff's property. The Sheriff agrees that picketing out of uniform on an employee's off hours is a constitutional right.

## ARTICLE 7

### UNION DEDUCTIONS

- 7.1 Union deductions shall be made in accordance with forms provided by the FPE and executed and authorized by the bargaining unit member authorizing said deductions. There shall be no charge made by the Sheriff for these deductions. The exact amount of monies deducted through direct deposit and/or leave hours to be deducted for each bargaining unit member shall be provided by the FPE to the Sheriff. Any changes in the amounts to be deducted shall be given to the Sheriff and bargaining unit members thirty (30) days in advance. These monies shall be transmitted to the FPE within thirty (30) days after the monthly deductions. See Article 14 for total union time pool hours agreed upon.
- 7.2 This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification by the bargaining unit member, to the Sheriff and the FPE.
- 7.3 The Sheriff shall permit the Union to maintain a separate payroll deduction slot designated specifically for the FPE Benefit Fund.
- 7.4 The FPE 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.
- 7.5 **Line of Duty Death Payroll Deduction** – In the event of the death of a bargaining unit member in the line of duty, as determined by BSO, the BSO will process a payroll deduction of five dollars (\$5.00) from dues paying members within the next full pay period. The sum total of the deduction will be made to the FOPE for presentation to the bargaining unit member's beneficiary on record with BSO. BSO will provide the FOPE with a detailed accounting of all dues paying members included in the deduction.

## 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 by the Sheriff. Such schedules may be changed by the Sheriff from time to time upon fourteen (14) calendar days' notice to the non-probationary bargaining unit members and the FPE, and five (5) calendar days' notice to new hire probationary bargaining unit members and the FPE.
- 8.2 The basic work period for bargaining unit members covered by this Agreement shall be forty (40) work hour(s) in a seven (7) consecutive day period, starting at 00:00 a.m. Saturday and ending at 23.59 Friday, unless otherwise specified or defined herein, or as scheduled by the Sheriff.
- 8.3 **Breaks, Work Hours, Roll Call**

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 members assigned to work eight (8) hour or ten (10) hour shift schedules will be entitled to two (2) fifteen (15) minute paid breaks. Bargaining unit members assigned to Regional Communications working a twelve (12) hour shift will be entitled to three (3) fifteen (15) minute paid breaks. Bargaining unit members on an eight (8) hour shift are entitled to one (1) thirty (30) minute unpaid meal break during the eight and one-quarter (8  $\frac{1}{4}$ ) hour workday. Bargaining unit members on a ten (10) hour shift are entitled to one (1) forty (40) minute unpaid meal break during the ten and one quarter (10  $\frac{1}{4}$ ) hour workday. Bargaining unit members assigned to Regional Communications working a twelve (12) hour shift are entitled to one (1) thirty-minute unpaid meal break during the twelve and one-quarter (12  $\frac{1}{4}$ ) hour workday. The fifteen (15) minute breaks are not to be taken consecutively or in conjunction with the unpaid meal break unless authorized by the bargaining unit member's immediate supervisor. The break schedules shall be established by the Directors of the applicable departments, or their designees, and may be altered as operationally necessary. A bargaining unit member who voluntarily forfeits their paid break is not entitled to compensation or any type of reimbursement for the lost paid break time and are not entitled to a rescheduled break period. Breaks shall not be unreasonably withheld. Meal breaks will not represent compensable time, except as specified in this Agreement. Nonetheless, bargaining unit members shall continue to receive pay for forty (40) hours of work per regularly scheduled workweek. All bargaining unit members 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 workday, ten and one-quarter (10 ¼) hour workday, or twelve and one-quarter (12 ¼) hour workday.

- B. Those bargaining unit members 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 workday or ten and one-half (10 ½) hour workday. 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 member's immediate supervisor. The break schedule shall be established by the Directors of the appropriate departments, or their designees, and may be altered as operationally necessary. Breaks shall not be unreasonably withheld. Meal breaks will not represent compensable time, except as specified in this Agreement.

#### 8.4 **Meal Breaks**

- A. All bargaining unit members can be recalled from authorized meal breaks, for up to two (2) meal breaks in each forty (40) hour work period, at the discretion of their supervisor., without incurring any added compensatory time, unless a bargaining unit member has accrued actual work time in excess of forty (40) hours for the seven (7) day period.
- B. Any bargaining unit member recalled from an authorized meal break shall provide immediate written notice to their supervisor of the recall during a meal break, and that no alternate, uninterrupted meal break was received for that work period.
- C. The Sheriff further agrees to include within any new or renewed food services agreement for the Detention facilities, a prohibition against the participation of inmates in the preparation and serving of meals for bargaining unit members.

#### 8.5 **Overtime**

- A. All authorized and approved work performed in excess of forty (40) work hours in any workweek, as defined in Section 8.3 shall be paid at the overtime rate of one and one-half (1 ½) the bargaining unit member's regular rate of pay, or the bargaining unit member shall be provided compensatory time, at the bargaining unit member'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 are consistent with the Sheriff's Policy Manual (SPM) and do not include hours used for sick leave, bereavement leave, or FMLA leave, regardless of the accrual type being used for compensation while on FMLA leave.
- C. A bargaining unit member who is called to physically return to work outside of his/her 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 employee's regular hours of work, employees responding from another facility after their regular work shift has ended, or the employee is called to work to correct his own error or omission which cannot wait until employee's next shift.

- D. Bargaining unit members who are on approved annual leave who are requested and agree to work during their regular shift time, regardless of work location, will have their annual leave cancelled for that shift.
- E. BSO will attempt to provide at least one (1) hour notice when a Regional Communications employee is required to work mandatory overtime if possible.
- F. Overtime worked in an outside department (different from the bargaining unit member's budgeted work location) will be paid overtime only (excluding Regional Communications and the Department of Detention).

#### 8.6 **Compensatory Time**

Compensatory time is time earned at one and one half (1½) times the overtime hours worked by a bargaining unit member. The choice of compensatory time off or overtime pay shall be at the bargaining unit member'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. Requests for compensatory time usage will be in accordance within the seven percent (7%) staffing guidelines as outlined in Article 9. 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 member will be paid for all accrued, unused compensatory time at the bargaining unit member's then-existing rate of pay.

A bargaining unit member, 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 a minimum of three (3) hours of pay at the bargaining unit member's applicable rate, if called to testify outside of the bargaining unit member's regular hours of work. A bargaining unit member who is required to appear more than once during a day will receive an additional three (3) hours of pay if the second subpoena is more than three (3) hours after the beginning time of the first subpoena. If the second subpoena is within three (3) hours of the beginning time of the first subpoena, then it would be paid as continuous time based on the duration from the beginning time of the first subpoena through the ending time of the second appearance. The bargaining unit member shall not receive more than two (2) three (3) hour premiums under this article in one day. However, any bargaining unit member subpoenaed to testify, appear in court, or to present a case to the State Attorney's Office within one (1) hour before the start or at the end of his/her tour of duty will be compensated at the rate of one and one-half (1 ½) times the bargaining unit member's straight time rate of pay for actual time spent in court and/or presenting a case to the State Attorney's Office, before or after his/her regular shift, if overtime is incurred as a

result of said appearance. Any time spent in court will be paid as continuous to the shift as outlined above. The bargaining unit member attending such court appearance must adhere to all rules and regulations as stated in the Sheriff's Policy Manual (SPM).

**ARTICLE 9**

**LEAVE, HOLIDAYS, PERSONAL DAY, BEREAVEMENT LEAVE, JURY DUTY,  
MILITARY LEAVE REPORTING ILLNESS**

**9.1 Annual Leave**

A-1 During the term of this Agreement the following annual leave periods shall be granted to full time bargaining unit members for the amount of time of continuous service with BSO as follows:

<b>Years of Work Completed</b>	<b>Annual Leave Days</b>
<1-3 Years / 0-36 Months	80 Hours
3-10 Years / 37-120 Months	120 Hours
10 Years or More / 121+ Months	168 Hours

**Example:** The bargaining unit member completes three (3) full years of service, the bargaining unit members accrual accumulation increases to 15 days (120 hours).

A-2 Part-time employees, whose bi-weekly work schedule is equal to 40 or more hours, will continue to earn and accrue annual leave in accordance with the Sheriff's Policy Manual (SPM).

B. Pay Advances - a bargaining unit member may request his/her accrued vacation or holiday leave pay in advance of his/her scheduled leave by submitting a request in writing (including approved leave slip) to the Finance Bureau, Payroll Section at least three (3) weeks prior to starting leave. This provision shall be limited to bargaining unit members on leave in excess of ten (10) working days. Advanced payment for annual leave will not be granted in advance of hours earned.

**C. Annual Leave Selection**

1. 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, (unless mutually agreed upon), 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. This annual bid shall use seven percent (7%) of staff assigned that day to the shift as the guideline for determining the staffing levels.

2. Bids shall be for no less than two (2) consecutive workdays of annual leave unless otherwise required by law, such as to comply with the Family and Medical Leave Act. For the purpose of scheduling annual leave a bargaining unit member may use no less than two (2) consecutive days and no more than twenty-one (21) days. Bargaining unit members do not have to have the time accrued at the time of the vacation bid. However, the bargaining unit member must be able to show the time will be accrued by the time the vacation is to begin. Bargaining unit members may only bid for the amount of leave to which they are entitled pursuant to Section 9.1 A. For purposes of this section, the one (1) day prior to days off and the one (1) day after days off shall be considered consecutive workdays. A bargaining unit member may also schedule days less than twenty-one days (21) days in any number of days as long as it is no less than two (2) days. In accordance with 9.1 (A-1) bidding annual leave will be limited to a maximum of four (4) selections (picks).

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

<b>Years of Work Completed</b>	<b>Annual Leave Days</b>	<b>Max Selection</b>
<1-3 Years / 0-36 Months	80 Hours	2
3-10 Years / 37-120 Months	120 Hours	3
10 Years or More / 121+ Months	168 Hours	4

3. After the annual bid, annual or holiday leave shall be granted on a first come, first served basis based on generally accepted staffing requirements as outlined in Article 9.1 C-1 unless otherwise required by law, such as to comply with the Family and Medical Leave Act. Such leave requests will be submitted no earlier than sixty (60) days in advance by the employee whose name appears on the leave request or a proxy that the bargaining unit member selects. Approvals for any leave requests submitted within five (5) calendar days from the requested time off by bargaining unit members assigned to the Department of Law Enforcement (DLE) may be denied at the discretion of the command regardless of the seven percent (7%). Regional Communications will submit their leave requests through the TeleStaff system. Bargaining unit members who do not have the leave time accrued when submitting their leave request must be able to show the leave time will be accrued by the time the leave is to begin. If two or more bargaining unit members request the same day, at the same time, the more senior bargaining unit member, according to date of hire will be awarded the time off. In the event of a tie, the bargaining unit member with the lowest CCN will be awarded the time off. Said employee must submit this request in person or by proxy as early as one (1) hour prior to the beginning of his/her regularly scheduled shift on the first day of the required sixty (60) day advance notice except in Central Intake. In Central Intake the earliest time of submission on the sixtieth day will be as follows for each shift, Alpha shift is 0400 hours, Bravo shift is 1000 hours, and Charlie shift is 1800 hours. However, a bargaining unit member may choose to submit their leave request using another bargaining unit member as a proxy, in the event of a tie, the bargaining unit member who physically submits their request in person will prevail (This does not

apply to Central Intake or Regional Communications). For the purposes of this article, the beginning of the shift will be considered to be the time that roll call is scheduled to begin, or one (1) hour before a bargaining unit member's swing shift begins (swing shift that is identified on the annual leave bids as having a different start time), except for Central Intake. Bargaining unit members will date stamp all leave requests and supervisors will make a reasonable attempt to process and return leave request slips in five (5) calendar days.

**Example:** If a bargaining unit member requests Saturday, June 9<sup>th</sup> off, the bargaining unit member will begin counting on Friday, June 8<sup>th</sup> as day one (1), and continue counting back sixty (60) days. Day sixty (60) will be the first day the request can be submitted.

The seniority basis for the purposes of bidding for annual leave shall be the bargaining unit member's date of hire with the agency or, if the bargaining unit member became employed by BSO pursuant to an agreement with a contract city, date of hire with the contract city/county. That is, BSO and the FPE recognize the combination of contract city/county time and BSO time.

5. Annual leave must be taken unless a bargaining unit member cancels the annual leave at least forty-eight (48) hours in advance of the scheduled date. Requests for cancellation of annual leave that are less than forty-eight (48) hours' notice may be entertained under exigent circumstances. The bargaining unit member understands that requests to reschedule annual leave, after cancellation, may not be accommodated should a rescheduling date not be available. If this occurs, the bargaining unit member will forfeit any leave over the annual/holiday leave cap. Leave previously approved will not be canceled except as outlined in Appendix A or in the case of an emergency as determined by the Sheriff or where the previously scheduled leave would be on unpaid status for lack of sufficient accrued paid time off.
  6. The Deputies and civilians will have separate calendars for purposes of annual leave. Bargaining unit members assigned to Commissary/Property in the same budget code shall have separate calendars based upon their assignment to North Operations or South Operations.
  7. Sergeants in the Department of Detention will have a separate calendar to bid for purposes of this section. This annual bid shall use seven percent (7%) of sergeants assigned that day to each shift as the guideline for determining staffing levels for sergeants. Notwithstanding the seven percent (7%) guideline, at least one sergeant per shift shall be eligible for annual leave. All other requirements of annual leave as detailed in sections (D)(1) through (D)(3) above shall be equally applicable to sergeants in the Department of Detention.
- E. In the event of an involuntary transfer or bid change within the unit, a bargaining unit member's annual leave schedule shall be honored. The Modification and Release Agreement as outlined in Appendix "A" shall apply to this Article, except

when a sworn bargaining unit member voluntarily bids for a vacancy within the same facility, on the same shift and days off. If the bargaining unit member elects to change their days off, only the pre-approved leave (annual, holiday, bonus day etc.) will be honored. This modification only applies when a bargaining unit member voluntarily bids within the same facility and shift.

**Example:**

Deputy Smith assigned to the Main Jail Charlie shift has Tuesday/Wednesday off. During a mini-bid process, Deputy Smith bids and assumes another Main Jail Charlie shift position but his days off are now Saturday/Sunday. Prior to the mini-bid, Deputy Smith was scheduled for vacation on a Thursday, Friday and Saturday, Sunday and Monday. Subsequent to the bid, he will retain Thursday, Friday, Saturday and Sunday (new days off) and Monday on the vacation calendar (note: this does not include original days off of Tuesday/Wednesday).

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

**EXCEPTION: GRANDFATHER CLAUSE**

Bargaining unit members having accrued annual and holiday leave hours in excess of three hundred and twenty (320) hours as of pay date February 11, 1994, shall be entitled to a grand fathered cap of their accrued time as of that date.

**Example:**

A bargaining unit member has four hundred (400) hours of annual leave and eighty (80) hours of holiday leave on the accrual report for pay date February 11, 1994. This is over the three hundred and twenty (320) cap maximum. This bargaining unit member would be grand fathered at four hundred and eighty (480) hours. Before December 31 of each calendar year, the bargaining unit member will need to use any excess time over four hundred and eighty (480) hours or forfeit the time. This grand-fathered cap remains effective for each successive calendar year unless the bargaining unit member uses an amount of annual and/or holiday leave so as to reduce total accrued time below the cap as of December 31 of each calendar year.

**Example:**

A bargaining unit member has a grand-fathered cap of four hundred and eighty (480) hours, but at the end of that calendar year, the bargaining unit member's cumulative leave total is four hundred (400) hours. The bargaining unit member's new grand-fathered cap is four hundred (400) hours.

G. **DROP Exception: Grandfather Clause**

Those bargaining unit members who are within one (1) year of normal retirement as defined in Article 10 – Section 10.10, participating in DROP may carry over up to one (1) year of annual leave and exceed the above 320-hour cap up to 500 hours of annual leave. A bargaining unit member must sign an irrevocable BSO AP#74 Exception to Annual/Holiday Leave/Holiday Cap Request Form at the time of his/her decision.

H. **DROP/RETIREMENT**

Bargaining unit members hired on or after October 1, 2021, who enroll in DROP will be governed by the DROP provisions outlined in the Sheriff's Policy Manual (SPM).

9.2 **Sick Leave**

- A. No disciplinary action shall be taken for use of sick time unless abuse or excessive use is proven by BSO. BSO agrees that bargaining unit members will not be called or visited at home between the hours of 10 p.m. and 7 a.m. or during their scheduled work hours, except with the permission of the Facility Shift Commander or equivalent level supervisor. All such calls or visits will be documented.
  
- B. The following Sick Leave Payment Schedule will be applied for all bargaining unit members. Years of service for this section shall be determined by the bargaining unit members current hire date. "Good standing" as used in this section shall be defined as a bargaining unit member resigning or retiring with no charges pending. If a bargaining unit member has been notified that charges are pending against him/her then said bargaining unit member must give a minimum of sixty (60) days' notice of his/her resignation or retirement date. If the bargaining unit member is terminated prior to his/her resignation or retirement date, the bargaining unit member will not be considered leaving in good standing. If the charges are subsequently not sustained by the Professional Standards Committee (PSC), the records will be amended to reflect that the bargaining unit member left in good standing and the bargaining unit member will be entitled to his/her sick leave payout to be paid within thirty (30) days at the employee's rate of pay at the time of separation. If the charges are subsequently sustained by the PSC, the PSC will then make a determination as to the level of discipline that would have been recommended had the employee still been employed with BSO. If the recommendation is anything less

than termination, the records will be amended to reflect that the bargaining unit member left in good standing and the bargaining unit member will be entitled to his/her sick leave payout to be paid within thirty (30) days at the employee's rate of pay at the time of separation. If the recommendation is for termination, the bargaining unit member will not be considered leaving in good standing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Thirty (30) Years of Service**

Bargaining unit members leaving in good standing with at least thirty (30) years of service will receive upon separation twenty five percent (25%) of their unused accumulated sick leave up to a maximum of two hundred forty (240) hours, computed at the bargaining unit member's current rate of pay.

Upon normal retirement (as defined by FRS or contract city) of a bargaining unit member in good standing or upon the death of a bargaining unit member in good standing with at least thirty (30) years of service, the bargaining unit member will receive upon separation one hundred percent (100%) of their unused, accumulated sick time up to a maximum of one thousand three hundred twenty (1320) hours, computed at the bargaining unit member's current rate of pay.

**Sick Leave Accrual Usage** - After sick leave accruals are exhausted, the bargaining unit member must provide a signed doctor's note for unapproved long-term absences or unapproved non-consecutive absences (i.e. not approved under FMLA or MLA) substantiating that he/she has been seen by a doctor in order to be approved to utilize other accrued leave. Failure to provide the signed doctor's note will result in the bargaining unit member being ineligible to use other accrued leave.

### **C. FPE Sick Leave Donation**

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

1. All requests for sick leave donations must be limited to extenuating or catastrophic circumstances and forwarded to the Sheriff for approval prior to receiving donated sick leave. The requesting member must have applied for the BSO donated leave program and have either received denial, reached the maximum benefit payable or exhausted the donated hours received prior to requesting additional sick leave donations from the FPE Sick Leave Donation Program.
  - i. The maximum number of donated sick hours a bargaining unit member may receive and utilize is three hundred and twenty (320) hours per calendar year.
  - ii. The maximum number of hours a bargaining member may donate is four (4) hours per calendar year. The hours donated to a receiving bargaining unit member will only be deducted from the donating employee's bank on an as needed basis in the order of receipt from the donated member. No hours will be allowed to be pooled for use on a future date or occurrence.
  - iii. Donating members must have a minimum of 400 hours of sick leave accruals to be eligible to donate.

### **9.3 Holidays**

- A. During the term of this agreement, the Sheriff recognizes the following eighty-eight (88) hours of paid holidays for full-time employees:

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Floating Holiday (1)

Should the agency declare June 19<sup>th</sup> as an observed holiday, the recognition will be applied to this bargaining unit.

(Any bargaining unit member employed by January 1 of each year is eligible for one (1) floating holiday). The floating holiday can be accrued pursuant to Section 9.1F.

- B. Bargaining unit members scheduled to work and who do work a designated holiday shall be paid at the bargaining unit member's straight time rate of pay for all hours worked on the holiday, plus either eight (8) hours holiday pay at the straight time rate of pay or at the bargaining unit member's option, accrue eight (8) hours of holiday time.
- C. Bargaining unit members not scheduled to work, but who, with prior written approval do work on a designated holiday, shall be paid at the rate of one and one-half (1½) of the bargaining unit member's straight time rate of pay for all hours worked on the holiday, plus eight (8) hours holiday pay at the bargaining unit member's straight time rate of pay.

The bargaining unit member may choose, at his/her option, to receive compensatory time in lieu of pay for the hours worked as described in this paragraph 9.3C. In such case, compensatory time shall be calculated at the rate of one and one-half (1½) times the hours worked by the bargaining unit member.

If requested, each bargaining unit member, except those bargaining unit members classified as Regional Communications Duty Officer or Regional Communications Operator Trainee, I, II or III, will be scheduled to be off on at least one (1) of the holidays between (and including) Thanksgiving and New Year's Day. Bargaining unit members who have a scheduled regular day off coinciding with a BSO recognized holiday between (and including) Thanksgiving and New Year's Day and elect to work that holiday will forfeit the holiday of choice as set forth herein.

If requested, each bargaining unit member classified as Regional Communications Duty Officer or Regional Communications Operator Trainee, I, II or III, will be considered for time off on at least one (1) of the holidays between (and including) Thanksgiving and New Year's Day. If staffing does not allow, then any date selected by the bargaining unit member including any of the other BSO recognized holidays, may be considered. The amount of staff to be allowed off under this provision shall not cause staffing to fall below minimum staffing levels, as determined by BSO in conjunction with the requirements outlined in Article 30 (Minimum Recommended Staffing Requirements) of the CBA. Bargaining unit members who have a scheduled regular day off coinciding with a BSO recognized holiday between (and including) Thanksgiving and New Year's Day and elect to work that holiday will forfeit the holiday of choice as set forth herein.

#### 9.4 **Personal Day**

Bargaining unit members are granted one (1) eight (8) work hour personal day on an annual basis. The personal day can be used at the bargaining unit members' discretion, subject only to prior supervisory approval and under the seven percent (7%) guideline outlined in Article 9.1C.

The personal day must be used by December 31 of each year and cannot be accumulated for any reason, unless its use is unreasonably denied. Only bargaining unit members employed by January 1 are eligible for a personal day.

Detention Deputies and Detention Technicians designated by command as an active Field Training Deputy (FTD) within the first full pay period after January 1 of each contract year shall receive one (1) additional 8-hour personal day to be utilized at the bargaining unit members' discretion, subject only to prior supervisory approval and under the seven percent (7%) guideline outlined in Article 9.1C.

Bargaining unit members designated by command as an active Communications Training Officer (CTO) on January 1 of each contract year shall receive one (1) additional 8-hour personal day after six (6) months as a CTO in good standing to be utilized at the bargaining unit members' discretion, subject only to prior supervisory approval and under the seven percent (7%) guideline outlined in Article 9.1C.

#### 9.5 **Funeral/Bereavement Leave**

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

However, in the event the funeral and burial occur outside the State of Florida, a bargaining unit member shall be granted five (5) shifts of funeral/bereavement leave at his/her current rate of pay to attend the funeral and burial. The bargaining unit member must provide proof of the funeral/burial's location and obtain prior supervisory approval for the use of any funeral/bereavement leave. Only full-time bargaining unit members in a pay status are eligible for funeral/bereavement leave.

#### 9.6 **Jury Duty**

For the purposes of this section, all shifts are considered to be day shifts. During the term of this Agreement, the Sheriff agrees to permit bargaining unit members to serve on jury duty when proof of jury duty is presented to the appropriate

supervisor. A bargaining unit member who is granted such jury duty shall suffer no loss of pay or other accumulated leave as a result of being required to serve on jury duty. Fees earned for jury services shall be submitted to the Finance Bureau. If released from jury duty prior to the end of a shift, the bargaining unit member will contact the appropriate day shift supervisor in his/her assigned unit and, if so ordered, will return to work as soon as possible.

9.7 **Military Leave**

The Sheriff will continue the Military Leave Policy as stated in the BSO Policy Manual (SPM).

9.8 **Reporting Illness**

The Sheriff's Policy Manual (SPM) will be revised to allow the development of Standard Operating Procedures (SOP's) for Regional Communications and other appropriate departments or divisions within BSO, which may require employees unable to report for duty due to illness to provide notice of inability to report for duty due to illness to their supervisor or his/her designee at least two (2) hours before the employee's scheduled reporting time. Such SOP's may include a requirement that appropriate discipline be administered for failure to timely provide notice of unavailability due to illness.

9.9 **Bonus Day**

The following calculations will be made at the end of 13 pay periods:

- a. Full time bargaining unit members, after completing thirteen (13) pay periods that no sick leave is taken, have the option to take a bonus day or pay (regular time). If the bonus day is selected it must be taken within 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. Upon the first full pay period following contract ratification, contract ratification once the bargaining unit member receives the (2) two-day bonus, they will continue to receive the two (2) day bonus until the bargaining unit member uses sick leave then the program starts over again with one (1) bonus day at the end of the next 13 pay periods. The maximum number of bonus days that a bargaining unit member can earn in any continuous twelve (12) month period is four (4) bonus days. Each thirteen (13) pay periods is measured from the last day the bargaining unit member used a sick day. Bonus days earned are not cumulative and must be taken within the terms of this section.
- b. Bonus days will not be given to employees who do not complete 13 pay periods.

- c. Employees using sick leave on approved FMLA for a family member will not lose their eligibility for a bonus day.
- d. Bonus days will not be denied unless the day requested is already one (1) over the seven percent (7%), unless it creates an operational hardship as determined by command.
- e. Bargaining unit members in a suspension with pay status are not eligible to earn a sick leave bonus day. Bargaining unit members fully exonerated and/or unfounded on all charges will be credited with the applicable earned bonus day(s),
- f. Earned bonus days may be used in increments. Bargaining unit members who elect to receive the pay for an earned bonus day will receive payment as an eight (8) hour day.
- g. Bargaining unit members working 12-hour shifts who elect to take their bonus day off will be able to utilize the eight (8) hour bonus day in conjunction with accrued annual, personal, or compensatory leave to cover the balance of the 12-hour shift.

## ARTICLE 10

### **COMPENSATION AND BENEFITS**

The Sheriff will seek budgetary approval for the following compensation schedule for bargaining unit members. The compensation schedule is contingent upon the Sheriff receiving the requested funding for such compensation from the Broward County Board of County Commissioners. For purposes of this Article, pay schedule adjustments will be processed for bargaining unit members whose base pay salary is within the established pay range for the bargaining unit member's current job classification. 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). 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 members actually employed by the Sheriff at the time of the ratification of this agreement.

#### **Salary Range Adjustments: Civilian Bargaining Unit Members**

- 10.1 Effective the first full pay period after October 1, 2024, the Sheriff will provide civilian bargaining unit members, with a pay increase of three percent (3%) of their base salary, i.e., excluding incentive, supplemental, assignment, or any additional pay.

Effective Fiscal Year 2025/2026 (October 1, 2025 thru September 30, 2026), subject to funding, the Sheriff will provide civilian bargaining unit members with a pay increase of four percent (4%) of their base salary, i.e., excluding incentive, supplemental, assignment, or any additional pay.

Effective Fiscal Year 2026/2027 (October 1, 2026 thru September 30, 2027), subject to funding, the Sheriff will provide civilian bargaining unit members with a pay increase of four percent (4%) of their base salary, i.e., excluding incentive, supplemental, assignment, or any additional pay.

Notwithstanding the pay increases described in this section, the parties agree and understand that the goal is to provide civilian bargaining members with a comprehensive salary range adjustment in accordance with the results of the May 2024 Classification and Pay Study Report prepared by Evergreen Solutions where the base salary will be inclusive of longevity. BSO will continue seeking budgetary approval for the additional salary range adjustments necessary to meet this goal. If the budget to meet this goal is obtained in whole or part, the parties will reopen this article to negotiate the terms of the salary range adjustment.

Both parties affirm their commitment to negotiate in good faith to reach a mutually acceptable agreement on any necessary adjustments to the terms outlined in this article.

## **Salary Range Adjustments: Sworn Bargaining Unit Members**

Effective Fiscal Year 2024/2025 (October 1, 2024 thru September 30, 2025), the salary schedule outlined in Appendix B will be implemented for sworn bargaining unit members. Sworn bargaining unit members will be slotted into the step in the new salary schedule utilizing the Range Penetration Formula from the Classification and Pay Study.

Effective Fiscal Year 2025/2026 (October 1, 2025 thru September 30, 2026), the Sheriff will continue to seek budgetary approval towards the implementation of the salary range adjustment goal outlined in the May 2024 Classification and Pay Study Report prepared by Evergreen Solutions – Exhibit 5 – 1A (available on the BSO Informant) in accordance with the approved budget, which will result in a salary range adjustment of four percent (4%) or greater to their base salary i.e. excluding incentive, supplemental assignment, or any additional pay.

Effective Fiscal Year 2026/2027 (October 1, 2026 thru September 30, 2027), the Sheriff will continue to seek budgetary approval towards the implementation of the salary range adjustment goal outlined in the May 2024 Classification and Pay Study Report prepared by Evergreen Solutions – Exhibit 5 – 1A (available on the BSO Informant) in accordance with the approved budget, which will result in a salary range adjustment of four percent (4%) or greater to their base salary i.e. excluding incentive, supplemental assignment, or any additional pay.

Both Parties affirm their commitment to negotiate in good faith to reach a mutually acceptable agreement on any necessary adjustments to the terms outlined in this article.

### 10.2 **Annual Step Plan Increases:**

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

### 10.3

#### A. **Field Training Officer (FTD)**

Detention Deputies and Detention Technicians may be assigned as a Field Training Deputy (FTD) at the discretion of the Sheriff, and, upon said assignment, shall be entitled to receive a supplemental payment during such period of assignment. The Detention Deputy and Detention Technician must complete the certification process as a Field Training Deputy and must be designated as an active FTD by his/her respective command before he/she will receive a supplemental payment.

Field Training Deputies (FTD's) designated as an active FTD by their respective command will receive a supplemental payment in addition to their base salary of \$200 per month and it shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay.

A written component to the FTD duties for Detention Deputies will require additional time beyond their scheduled shift. FTD - Detention Deputies will reasonably spend no more than one (1) extra hour per day for said duties. FTD - Detention Deputies who are actively training will receive one (1) hour of overtime or compensatory time at the bargaining unit member's discretion for each day that he/she is training a trainee.

B. **Internal Affairs, Training Division, Policy and Accountability, Baker Act Team, Emergency Response Team (ERT), K-9, DOD Security Threat Group (DOD-STG) Task Force, Staff Inspections, Bureau of Investigations and Projects (BIP).**

Detention Deputies and Sergeants may be assigned to Internal Affairs, Training Division, Policy and Accountability, Baker Act Team, Emergency Response Team, K-9, DOD Security Threat Group (DOD – STG), Staff Inspections or the Bureau of Investigations and Projects (BIP) at the discretion of the Sheriff.

Detention Deputies or Sergeants assigned to Policy and Accountability, Baker Act Team, K-9, or the Bureau of Investigations and Projects (BIP) for more than a sixty (60) calendar day temporary period of assignment, will receive, during such period of assignment, a lump sum payment, payable each pay period, according to the following schedule:

Fifty dollars (\$50.00) bi-weekly supplement to base salary.

Detention Deputies or Sergeants assigned to Emergency Response Team for more than a sixty (60) calendar day temporary period of assignment, will receive, during such period of assignment, a lump sum payment, payable each pay period, according to the following schedule:

Fifty dollars (\$50.00) bi-weekly supplement to base salary.

Detention Deputies or Sergeants assigned to the Emergency Response Team (ERT), and regularly assigned as an **Emergency Response Team (ERT) Commander**, will receive, during such period of assignment as **ERT Commander**, a non-cumulative lump sum payment, payable each pay period, according to the following schedule:

One hundred fifty dollars (\$150.00) biweekly supplement to base salary.

Detention Sergeants assigned, or temporarily assigned for more than sixty (60) calendar days to Internal Affairs or Staff Inspections will receive a supplemental payment in addition to their base salary of \$400 per month and it shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay.

Detention Deputies and Sergeants assigned to Training Division, for more than a sixty (60) calendar day temporary period of assignment, will receive, during such period of assignment, a lump sum payment payable each pay period, according to the following schedule:

Seventy-five dollars (\$75.00) bi-weekly supplement to base salary.

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

C. **Community Service Aides - BAT Mobile**

Community Service Aides assigned to the BAT Mobile for a period of forty (40) hours or more will receive a five (5 %) percent supplement to their base salary for that period of assignment. The salary supplement shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay. BSO will not assign bargaining unit members to the BAT Mobile for periods of less than forty (40) hours, except in the case of operational emergencies.

D. **Communications Training Officers**

The Director of Regional Communications or designee will designate as Communications Training Officers those persons who are determined to be most qualified to train newly hired personnel. This will be done in the sole and exclusive discretion of the Director of Regional Communications.

Upon the first full pay period following contract ratification, Communications Training Officer(s) will receive a supplemental lump sum payment in addition to their base salary of \$200 per month, which will be non-cumulative and will not be included in the base salary for any purpose other than the calculation of overtime pay.

Communications Training Officer(s) will be allowed to take, with the prior written approval of the command, up to twelve (12) consecutive month's absence from training new personnel. During this approved leave of absence from Communications Training Officer duties, Communications Training Officers will not receive the monthly supplement. Upon returning to the Communications Training Officer position, the bargaining unit member will resume receiving the monthly supplement. In the event a bargaining unit member does not return to the Communications Training Officer position within the twelve (12) month (365 days) period he/she would not be entitled to automatically receive the Communications Training Officer monthly supplement and would need to be retrained and reclassified as a Communication Training Officer. Upon the completion of the retraining and reclassification, the bargaining unit member would begin receiving the monthly supplement.

No lump sum payment will be paid to bargaining unit members who merely "fill in" for Communications Training Officers for temporary periods (i.e., time less than a full work week such as regular days off, illness, holidays, etc.). Neither trainees nor Communications Duty Officers will be entitled to receive this supplement pay.

**E. Communications Quality Assurance and Quality Improvement Evaluator**

The Director of Regional Communications or designee will designate as Quality Assurance/Quality Improvement (QA/QI) Evaluators those persons who are determined to be the most qualified to evaluate E911 calls and dispatch incidents for quality and improvement. This will be done in the sole and exclusive discretion of the Director of Regional Communications.

Bargaining unit members designated as Communications QA/QI Evaluators will receive, during such period of assignment, a monthly lump sum payment according to the following schedule:

First three (3) years of continuous service as Communications QA/QI Evaluator	\$125.00/month
Years four (4) and five (5) of continuous service as Communications QA/QI Evaluator	\$150.00/month
More than five (5) years of continuous service as Communications QA/QI Evaluator	\$175.00/month

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

Communications QA/QI Evaluators will not be permitted to take a hiatus from the Communications QA/QI Unit.

No lump sum payment will be paid to bargaining unit members who merely "fill in" for Communications QA/QI Evaluators for temporary periods (i.e., time less than a full work week such as regular days off, illness, holidays, etc.). Neither trainees nor Communications Duty Officers will be entitled to receive this supplemental pay.

**F. Community Services Aides (Assigned to the Airport)**

Community Service Aides (CSA's) assigned to the Airport for a period of forty (40) hours or more will continue to receive a five percent (5%) supplement to their base salary during such period of assignment, subject to funding by Broward County. The supplement shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay.

**Community Service Aides (Assigned as Crime Scene Investigative Aides)**

The Sheriff or his designee will have sole discretion to designate in writing those Community Service Aides who have successfully completed a forty (40) hour training class, or other requirements established by the Sheriff and who will be

processing crime scenes against property as Community Service Aides (CSA's) assigned as Crime Scene Investigative Aides. CSA's assigned as Crime Scene Investigative Aides will receive a five percent (5%) supplement to their base salary for that period of assignment, subject to continuing funding and operational needs. The salary supplement shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay.

No salary supplement will be paid to bargaining unit members who merely "fill in" for CSA's assigned as Crime Scene Investigative Aides for temporary periods (i.e., time less than a full work week such as regular days off, illness, holidays, etc.). The salary supplement shall only be made to those Community Service Aides who are trained and assigned in writing by the Sheriff or his designee as a Crime Scene Investigative Aide as described above.

**G. Court Bailiffs Training Officers**

Court Bailiffs may be assigned as a Court Training Officer at the discretion of the Sheriff. The Court Bailiff must complete the certification process as a Court Training Officer and must be designated as an active Court Training Officer by their respective command before he/she will receive a monthly lump sum payment.

Court Bailiffs assigned as a Court Training Officer shall during such period of assignment, continue to receive a lump sum payment in addition to their base salary.

Upon the first full pay period following contract ratification, Court Bailiffs will receive a supplemental lump sum payment in addition to their base salary of \$150 per month, which will be non-cumulative and will not be included in the base salary for any purpose other than the calculation of overtime pay.

No lump sum payment will be paid to bargaining unit members who "fill in" for a Court Training Officer for temporary periods. Payments shall only be made to those qualified and assigned as a Court Training Officer as described above.

**H Records/Warrants Training Officers**

The Records/Warrants Command will designate as Records/Warrants Training Officers those persons who are determined to be most qualified to train newly hired personnel. This will be done in the sole and exclusive discretion of the Records/Warrants Command.

Upon the first full pay period following contract ratification, Records/Warrants Training Officers will receive a supplemental lump sum payment in addition to their base salary of \$200 per month, which will be non-cumulative and will not be included in the base salary for any purpose other than the calculation of overtime pay. Records/Warrants Training Officers will be allowed to take, with the prior written approval of the command, up to twenty-four (24) consecutive month's absence from training personnel. During this approved leave of absence from Records/Warrants Training Officer duties, Records/Warrants Training Officers will not receive the

monthly supplement. Upon returning to the Records/Warrants Training Officer position, the bargaining unit member will resume receiving the monthly supplement. In the event a bargaining unit member does not return to the Records/Warrants Training Officer position within the twenty-four-month (730 days) period they would not be entitled to automatically receive the Records/Warrants Training Officer monthly supplement and would need to be reclassified as a Records/Warrants Training Officer. Upon the completion of the reclassification, the bargaining unit member would begin receiving the monthly supplement.

No lump sum payment will be paid to bargaining unit members who merely “fill in” for Records/Warrants Training Officers for temporary periods (i.e., time less than a full week such as regular days off, illness, holidays, etc.). Neither trainees nor Supervisors will be entitled to receive this supplemental pay.

#### **I. Public Records Training Officer**

The Public Records Command will designate as Public Records Training Officers those persons who are determined to be most qualified to train newly hired personnel. This will be done in the sole and exclusive discretion of the Public Records Command.

Upon the first full pay period following contract ratification, Public Records Training Officers will receive a supplemental lump sum payment in addition to their base salary of \$200 per month, which will be non-cumulative and will not be included in the base salary for any purpose other than the calculation of overtime pay.

Public Records Training Officers will be allowed to take, with the prior written approval of the command, up to twenty-four (24) consecutive month’s absence from training personnel. During this approved leave of absence from Public Records Training Officer duties, Public Records Training Officers will not receive the monthly supplement. Upon returning to the Public Records Training Officer position, the bargaining unit member will resume receiving the monthly supplement. In the event a bargaining unit member does not return to the Public Records Training Officer position within the twenty-four month (730 days) period they would not be entitled to automatically receive the Public Records Training Officer monthly supplement, and would need to be reclassified as a Public Records Training Officer. Upon the completion of the reclassification, the bargaining unit member would begin receiving the monthly supplement.

#### **Essential Civilian Job Classification Emergency Supplement**

During a state of emergency declared by the Governor or President resulting from a hurricane impacting Broward County and resulting in the Sheriff directing any civilian bargaining unit member not to work either remotely or at a BSO work site, those civilian bargaining unit members who are required to work during the state of emergency, at a work site will receive a one-time

one hundred and fifty dollar (\$150.00) lump sum payment for the duration of the activation.

- J. **Information Technology Division - On-Call Assignment** - Upon the first full pay period following contract ratification, the following job classifications within the Information Technology Division will receive on-call pay in the amount of \$50.00 daily when assigned on-call after the bargaining unit members scheduled shift.

Systems Technician  
Senior Systems Technician

#### 10.6 **Longevity Applicable to Civilian Bargaining Unit Members**

Civilian bargaining unit members having completed twelve (12) years of continuous service, shall receive an increase in their base pay of five percent (5%). An additional increase of five percent (5%) shall be granted upon completing eighteen (18) years of continuous service. An additional increase of two percent (2%) shall be granted upon completing twenty (20) years of continuous service.

Adjustments are contingent on the civilian bargaining unit member remaining in the same position without any pending performance concerns. Said adjustment(s) will be based on the bargaining unit member's HIRE DATE regardless of the salary pay step the bargaining unit member is in at the time he/she attains the required number of years.

Effective the first full pay period in October 2020, civilian bargaining unit members who complete twenty-five years (25) years of continuous service will receive a one-time lump sum of one thousand five hundred dollars (\$1,500). Said adjustment will be based on the bargaining unit member's HIRE DATE regardless of the salary pay step the bargaining unit member is in at the time/she attains the number of years.

The terms of this provision pertaining to the one-time lump sum payment herein, will cease upon implementation of any portion of the Classification and Pay Study.

#### 10.7 **Work Related Injury**

- A. Bargaining unit members injured on duty, who are approved for worker's compensation benefits, will receive full pay during the first sixty (60) days they are out of work. When a bargaining unit member's lost time reaches sixty (60) continuous working days and approval from BSO's disability insurance carrier is given, BSO's disability carrier will:
1. Begin to supplement the workers' compensation payments. These payments will not exceed ninety-five (95%) percent of the bargaining unit member's gross salary.

2. Continue payments for a maximum of twelve (12) months after the sixty (60) continuous working days have passed, totaling a maximum of fifteen (15) months of payments. During the fifteen (15) month period, the following BSO paid benefits remain in force:

- a. Health insurance
- b. Life insurance
- c. Dental insurance

B. Bargaining unit members must also continue to pay their portion of the health, dental, or life insurance payments currently deducted from their paychecks. Failure to make these payments will result in employees losing their coverage for health, dental, or life insurance benefits.

C. Bargaining unit members having automobile accidents where seat belts were not worn will receive a twenty-five percent (25%) reduction in their benefits.

**10.8 Medical and Dental Insurance**

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.

Effective January 1, 2025, bargaining unit members will be responsible for the following monthly employee contribution towards medical premiums:

<b>Medical Employee Monthly Payroll Deductions January 1, 2025 through December 31, 2025</b>			
	<b>Employee Only</b>	<b>Employee + 1 Dependent</b>	<b>Employee + 2 more Dependents</b>
<b>HNONLY-1</b>	\$ 88.92	\$ 201.72	\$ 251.72
<b>HNONLY-2</b>	\$ 113.58	\$ 271.32	\$ 321.32
<b>HNOPTION</b>	\$ 136.04	\$ 341.66	\$ 391.66
<b>OAMC*</b>	\$ 187.34	\$ 473.02	\$ 523.02

*available for employees who reside outside of the HNOOnly/HNO service area*

<b>Dental Employee Monthly Payroll Deduction January 1, 2025 through December 31, 2025</b>		
	<b>Single</b>	<b>Family</b>
DHMO Plan	\$0.00	\$14.56
PPO Plan	\$7.96	\$46.16
Indemnity Plan	\$19.28	\$75.34

There will be no increase in premiums, other than the monthly bargaining unit member contribution rates as stated above, co-pays or deductibles for group medical insurance for the term of this Agreement. For those calendar years, bargaining unit members covered by this Agreement shall receive the same group medical and dental insurance plan provided to other bargaining unit members in accordance with the BSO group health and dental insurance program. Either party may request a re-opener of this article for the purposes of negotiating Medical and Dental Insurance for subsequent calendar years.

10.9 **Life Insurance**

Life insurance will be provided to bargaining unit members in an amount equal to one (1) year base salary of the bargaining unit member, and the cost shall be paid by BSO.

10.10 **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 members 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.

10.11 **Retirement Insurance**

A. Bargaining unit members hired prior to October 1, 2007, will be grandfathered to continue eligibility for the two percent (2%) retirement discount program. Bargaining unit members hired on or after October 1, 2007, will not be eligible for the two percent (2%) retirement discount program. Bargaining unit members 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 members. Under said plan, the retiring member who is qualified to retire under FRS and is 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 individual health insurance premium cost. The retiring bargaining unit member must meet all criteria and draw compensation from FRS within thirty-six (36) months of the last day of employment. Good standing, as used in this section shall be defined as a bargaining unit member retiring without criminal charges pending. If the bargaining unit member ultimately is convicted of a felony or the member's certificate is revoked by CJSTC, the bargaining unit member will forfeit the two percent (2%) for post-retirement healthcare upon a final order.

- B. Bargaining unit members transitioned to BSO prior to October 1, 2007, will be grandfathered to continue eligibility for the two percent (2%) retirement discount program. Bargaining unit members transitioned to BSO on or after October 1, 2007, will not be eligible for the two percent (2%) retirement discount program. Bargaining unit members 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 individual health insurance premium cost.
- C. Effective the first full pay period in October 2008, bargaining unit members hired or transitioned to BSO on or after October 1, 2007, is eligible to participate in a BSO established retirement health savings plan (RHSP). A contribution in the amount of two percent (2%) of the bargaining unit members base bi-weekly salary, as reflected in the salary schedule as of each January 1, will be contributed by BSO each bi-weekly payroll. The contribution for employees entering bargaining unit at any time after January 1 will be calculated as two percent (2%) of the bargaining unit member's base bi-weekly salary as reflected in the current salary schedule, as of the bargaining unit member's date of entering the bargaining unit.
- D. Bargaining unit members hired or transitioned to BSO on or after October 1, 2007, shall become eligible to receive the RHSP benefit upon meeting the retirement requirements outlined in 10.11 and leaving in good standing as outlined herein. Payments shall be made as outlined in the RHSP summary plan description.
- E. Retiring bargaining unit members retiring in good standing, who meet the requirements outlined herein 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, based upon the lowest coverage level maintained for twenty-four (24) months directly preceding retirement, with the employee's percentage discount applied as outlined herein.
- F. Retiring bargaining unit members retiring in good standing, who meet the requirements outlined herein 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 herein. The stipend shall cease the month immediately following the member reaching Medicare eligibility.

- G. Employees who elected to continue coverage in the BSO Group Health Insurance may at a later date cancel the coverage and elect to receive a monthly stipend equal to the stipend available at the time of separation/retirement. Employees are only eligible to elect the monthly stipend upon cancellation of their active participation in the BSO Group Health Insurance Plan.
- The employee must send written notification to BSO 30 days prior to the date they wish to terminate the coverage.
  - Termination of coverage must be the end of the month.
  - Employees will have 30 days from the last day of coverage to rescind their cancellation and maintain health insurance through the Broward Sheriff's Office.
  - Once cancellation of health coverage takes effect, the retiree will begin receiving monthly stipend payments based on the amount equal to the stipend available at the time of separation/retirement.

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

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

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

## ARTICLE 11

### **AMERICANS WITH DISABILITIES ACT**

- 11.1 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 members covered by this Agreement. Accordingly, BSO is permitted to take such action(s) in compliance with the ADA requirements without disclosure to the FPE or any affected bargaining unit member. In that event, no action taken by BSO, in compliance with ADA, is subject to the grievance procedure herein.
- 11.2 The FPE may request bargaining unit members 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.
- 11.3 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 12**

### **BULLETIN BOARDS**

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

**ARTICLE 13**

**EDUCATIONAL REIMBURSEMENT**

- 13.1 The Sheriff will pay the following incentive pay for law enforcement corrections related education as defined by the State of Florida Criminal Justice Standards and Training Commission to all eligible bargaining unit members covered by this Agreement pursuant to Florida Statutes.
  - a. Completed Associate's Degree or equivalent.....\$30.00 per month
  - b. Completed Bachelor's Degree (Four years of college).....\$80.00 per month
- 13.2 The Sheriff will pay bargaining unit members the following for completion of a Master's Degree \$50.00 per month.
- 13.3 Attendance at training related to a bargaining unit member's duties as a corrections officer, approved by the chain of command and training shall be attended in an on-duty status. However, this provision does not apply to career development (incentive) courses, unless specifically approved by the chain of command.
- 13.4 Payment for attendance at approved career development training courses shall continue as prescribed by Florida Statutes, Section 943.22.
- 13.5 No overtime provision shall accumulate or apply when training is accomplished outside of Broward County.
- 13.6 Bargaining unit members may request college tuition reimbursement subject to the provisions of the Sheriff's Policy and Procedures Manual (SPM). Changes to said policy shall be made at the discretion of the Sheriff or his designee.

## ARTICLE 14

### **FPE REPRESENTATIVES/UNION BUSINESS**

- 14.1 The Sheriff recognizes the right of the FPE to designate FPE representatives as it deems appropriate, with the understanding that representatives will be appointed based upon location and shift, not to exceed one (1) FPE representative per facility/per shift. Facility shall be defined as a building, which may contain multiple divisions. Facilities with multiple divisions will all share one representative per shift, regardless of which division the facility representative works. Central Intake shall be entitled to one representative per shift in addition to the appointed representatives for the facility where Central Intake is located. In a facility where there is a dedicated Central Intake representative per shift, the other facility representative on the shift shall be selected from a division other than Central Intake. Regional Communications shall be entitled to two (2) representatives per Public Safety Access Point (PSAP) and one "at-large" representative serving the entire Regional Communications division. The FPE shall provide BSO's Bureau of Human Resources with a list of its designated representatives (and any alternates) and shall update such list as changes are made. This list shall also identify those representatives who will be members of the FPE negotiating team. Only those representatives (or alternates) so designated shall be authorized to utilize the FPE union leave time pool bank pursuant to the provisions set forth below. In addition to these representatives, the FPE Director may also serve as an agency-wide representative and may designate one additional member to serve as a labor liaison for all civilian bargaining unit members (herein after referred to as "Civilian Labor Representative"). The Civilian Labor Representative may be eliminated due to a large reduction in the FPE bargaining unit size. All designated FPE representatives, when employed by Sheriff, will have a work assignment and schedule consistent with their job classification.
- 14.2 The FPE shall have ten (10) certified administrative moves to place FPE representatives throughout the bargaining unit, with no more than one (1) FPE representative per facility/per shift assigned through this administrative assignment process. FPE representatives placed by administrative move must be included within the designated representatives for shift to which they are assigned. The provision does not apply to any position as to which the Sheriff claims administrative assignments pursuant to Article 21. The Sheriff agrees to establish a FPE union leave time pool bank and contribute up to one thousand five hundred forty (1,540) hours per calendar year to be used by all FPE representatives, regardless of his/her position in the union, in accordance with the provisions as set forth in this Article. Unused hours will not be carried over to the following year.
- 14.3 All FPE representatives, including the FPE Director and Civilian Labor Representative, who require union leave for union business during their assigned working hours shall fill out and submit an Employee Leave Request Form when utilizing time from the union leave time pool bank. For each bargaining unit member who is authorized by the FPE Director, or designee, to use time from the union leave time pool bank, the bargaining unit member shall fill out the Employee

Leave Request Form as provided by BSO. This form shall be submitted to the District/Division commander or director of the bargaining unit member who is to use the union leave time pool bank a minimum of forty-eight (48) hours prior to the time the employee is requesting to use hours from the union leave time pool. It is understood that on rare occasions, the forty-eight (48) hour time requirement may not be met. Other than on these rare occasions, failure to submit a completed Employee Leave Request Form for union leave time pool usage within forty-eight (48) hours prior to the bargaining unit member's request for use of time may result in the bargaining unit member being denied the time requested. The FPE Director and Civilian Labor Representative will be allowed to utilize union time pool hours as long as there is no agency-wide operational hardship as determined by Command (e.g. hurricane deployment, critical incident, or similar event). All other representatives will be allowed to utilize union leave time pool hours as long as there is no operational hardship within their assigned district/division as determined by Command, such as a staffing shortage. Requests for the use of union leave time pool hours for union business will not be unreasonably denied.

- 14.4 FPE members will donate additional time to the FPE union leave time pool bank of up to three thousand (3,000) hours per fiscal year through mandatory member contributions from their vacation and holiday leave banks. Additionally, all bargaining unit members may voluntarily donate time in full hour increments from their vacation and holiday leave bank to the FOPE union leave time pool bank. At no time shall the union leave time pool bank exceed four thousand five hundred forty (4,540) hours inclusive of the Sheriff's donated hours and the FPE member hours BSO is authorized to internally transfer from the appropriate source to the Union Leave Time Pool. Such time shall be utilized by the FPE representatives for union business as set forth in the following section. Unused donated bargaining unit time shall be carried over to the following year.
- 14.5 Hours from the FPE union leave time pool bank may be utilized by designated FPE representatives when conducting union business, including when they are required to represent bargaining unit members as part of grievance procedures, when they attend monthly meetings, negotiation sessions and meetings or other mutually agreed meetings, subject to available manpower and staffing needs.
- 14.6 Except for negotiation sessions, the parties agree to limit the number of unit members attending union functions to no more than eighteen (18) per shift. The parties agree that the number of designated representatives attending official negotiation sessions will be restricted to a total of twelve (12) representatives on union leave time status, subject to reasonable staffing concerns. Only bargaining unit members who are designated representatives as set forth in section 14.1 above may attend such functions and will submit an Employee Leave Request form.
- 14.7 Designated FPE representatives will be permitted speaking time at roll calls, and other bargaining unit gatherings, not to exceed fifteen (15) minutes per site/ shift during a seven (7) workday period.

- 14.8 The FPE union leave time pool bank will be used on an hour for hour basis for hours used by the representative. In reporting a bargaining unit member's absence as a result of utilizing the union leave time pool bank, the daily attendance record shall reflect: "John Doe on FPE" (FPE Union Leave Time Pool bank)
- 14.9 All applicable rules, regulations, and orders of the BSO Policy and Procedures Manual shall apply to any bargaining unit members on union leave time pool status. Violations of the above-mentioned rules, regulations and orders shall subject the bargaining unit member on union leave time pool status to the regular disciplinary process currently provided for by the Broward Sheriff's Office.
- 14.10 All bargaining unit representatives, including the FPE Director and the Civilian Labor Representative, will be required to follow all BSO policies and procedures, directives and training requirements.
- 14.11 Bargaining unit members who are on unpaid administrative suspension, Worker's Compensation or FMLA are not eligible to utilize union leave time pool hours.

## **ARTICLE 15**

### **NOTICE OF RULES MANUALS**

Bargaining unit members will be issued all applicable rules and regulations of the Broward Sheriff's Office at the time of hire. All updates of applicable rules and regulations will be issued to bargaining unit members as soon as practicable. Each bargaining unit member is responsible for knowing all applicable rules and regulations, as updated, within a reasonable amount of time of its issuance to bargaining unit members.

## **ARTICLE 16**

### **SAFETY COMMITTEE**

- 16.1 The Sheriff will continue the Safety Committee, which meets periodically to review all BSO occupational and safety standards as it pertains to the bargaining unit and safety complaints made by bargaining unit members.
- 16.2 The FPE may appoint up to five (5) unit members to serve on the Safety Committee at no loss of pay or benefits.
- 16.3 The Safety Committee meets, at a minimum, on a quarterly basis. At least seven (7) calendar days prior to the meeting, the FPE shall provide the Sheriff with an agenda summarizing any item(s) for discussion at the next meeting. The Sheriff may include any safety-related item for discussion by timely providing the FPE with an agenda prior to the meeting.
- 16.4 Any recommendation made by a majority of the Safety Committee will be forwarded, in writing, to the Sheriff for his review. A majority vote is required for any recommendation by the Safety Committee. The Sheriff will provide a written response to the Safety Committee within fourteen (14) calendar days.
- 16.5 The recommendations of the Safety Committee are not binding on the Sheriff.

## ARTICLE 17

### **SUBCONTRACTING AND SUCCESSORSHIP**

- 17.1 The Sheriff, as the designated Chief Detention Officer, and any successor or assignee of detention/jail responsibilities in and for Broward County (whether private or public), will not subcontract, during the term of this Agreement, any bargaining unit work, or any part thereof, performed by certified detention officers in the bargaining unit.
- 17.2 The FPE shall be provided with prior notice before any bargaining unit work, performed by non-sworn or civilian members, can be subcontracted. Any displaced bargaining unit member will be provided preferential consideration for another vacant and funded position within the agency. Such bargaining unit member shall be required to satisfy the qualifications for said position. Transitional training will be made available to assist any displaced bargaining unit member in meeting the minimum job skills, knowledge, and abilities of the available position.

## **ARTICLE 18**

### **PROBATION**

- 18.1 The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the bargaining unit member's work and for securing the most effective adjustment of the new employee to his/her position, and for separating bargaining unit members whose performance does not meet the required standards.
- 18.2 The standard probationary period for all new BSO bargaining unit members will be twelve (12) months of continuous employment from the date that the bargaining unit member begins working as a paid full-time employee (not counting worker's compensation time, Family and Medical Leave Act time or time on suspension as a result of disciplinary action or Internal Affairs investigation). Detention deputies will be considered probationary until they perform the duties of a certified detention deputy for twelve (12) consecutive months after successfully completing the Field Training Deputy (FTD) Program. Regional Communication Operators will be considered probationary until they perform the duties of a Regional Communications Operator I for twelve (12) consecutive months thereafter. In the 9th month of the 12-month continuous employment probationary period, BSO agrees that the Command will meet with the bargaining unit member to identify any deficiencies that need to be corrected in order to successfully complete probation. Prior to expiration of this time period the Sheriff shall either: (1) provide written retention of the bargaining unit member granting permanent employment status; (2) extend the bargaining unit member's probation up to an additional six (6) months; or (3) at the sole discretion of the Sheriff, evaluate a bargaining unit member for consideration in another job classification for which they are qualified should there be a vacancy and no eligibility list exists or (4) in the event of the Sheriff's failure to provide written retention as set forth in (1) hereof, the bargaining unit member shall automatically be separated from employment, said separation being absolutely final, with no rights of appeal to any authority including either the grievance/arbitration procedure contained herein, or any disciplinary review process established by policy and procedure.
- 18.3 During the initial probationary period, no bargaining unit members may request a voluntary transfer.
- 18.4 The Sheriff may evaluate the performance of all newly hired bargaining unit members at least four (4) times during their initial probationary period. All evaluations will be discussed with the bargaining unit member. BSO will counsel the bargaining unit member on any concerns that may deny permanent employment status to said employee.
- 18.5 Bargaining unit members who receive a promotion or demotion shall serve a probationary period of six (6) months (of continuous employment) from the date of promotion or demotion, with the exception of bargaining unit members who are

reassigned to a certified Detention Deputy or a Regional Communications Operator I. The probationary period for bargaining unit members reassigned to certified Detention Deputy or Regional Communications Operator I shall be the same as the probationary periods set forth in 18.2. All promoted or demoted bargaining unit members may have their probationary period extended in writing.

Promoted bargaining unit member's base rate of pay shall be increased to the minimum pay rate of the higher classification. Bargaining unit members, at or above the higher classification minimum, will be increased to the step closest to five percent (5%) within the range.

A bargaining unit member may voluntarily "retreat" within ninety (90) days of the promotion to their previously held bargaining unit position at no loss of pay received prior to the promotion and with no loss of previous seniority. For Detention Deputies, the ninety (90) day voluntary "retreat" period begins upon successful completion of the Field Training Program (FTD) Program. For Regional Communication Operator Trainee, the ninety-day (90) day voluntary "retreat" period begins upon successful completion of the Regional Communications Training Academy with their reassignment to Detention Deputy or Regional Communication Operator I.

If a bargaining unit member or an employee that was previously in this bargaining unit, requests to "retreat" to their previously held position after ninety (90) days, the bargaining unit member may do so if a vacancy exists and at the discretion of the command. In order to be eligible for the retreat all licensing, certifications and training if applicable, must have been maintained. The bargaining unit member's rate of pay will be returned to the salary step as if the employee had remained in the previous position. The returning employee must serve a six (6) month probationary period. Their time in classification seniority will not include the time served in the promoted job classification.

- 18.6 The Sheriff may recommend retention of the bargaining unit member in the promoted position. If the Sheriff does not approve retention, the bargaining unit member shall automatically revert to their previously held position, if available, or to another vacant bargaining unit position for which he or she is qualified. without loss of (previous) rights or benefits unless the bargaining unit member is terminated for disciplinary reasons. Such reversion may not be appealed through the grievance/arbitration procedure.

A detention deputy assigned to the Department of Law Enforcement will serve a twelve (12) month probationary period. A deputy reassigned to the Department of Law Enforcement shall have no rights under this Agreement. Within the probationary period BSO may, in its sole and exclusive discretion, return the bargaining unit member to the Department of Detention and Community Programs.

- 18.7 Bargaining unit members who take a voluntary demotion to a bargaining unit position may "retreat" within six (6) months of the voluntary demotion to their previously held bargaining unit position if a vacancy exists, at the rate pay received prior to the demotion. However, time in classification seniority will not include the time served in the demoted job classification.

18.8 A bargaining unit member, during the probationary period, serves at the will and pleasure of the Sheriff. Accordingly, a probationary bargaining unit member may neither grieve, nor otherwise challenge by any other available procedure, any decision by the Sheriff involving discharge. Probationary bargaining unit members, through the FPE, are limited in their use of the grievance/arbitration procedure contained in Article 3 to resolve only a contractual grievance through the FPE, as defined in Section 3.2, exclusive of a disciplinary or discharge action.

## ARTICLE 19

### MANAGEMENT/LABOR COUNCIL

- 19.1 The Management/Labor Council will be composed of three (3) members appointed by the Sheriff or Director of Detention, three (3) FPE members and any other person(s) agreed to by both parties.
- 19.2 This Council shall meet on at least a quarterly basis at a place convenient to the Council members.
- 19.3 The Council shall consider and openly discuss issues relating to operational policies, procedures and manpower as covered by this Agreement.
- 19.4 This Council may discuss minimum staff requirements and levels for each of its organizational units. This will ensure the interest of the Sheriff in areas of safety and efficiency as they pertain to operations of the Sheriff's Department.
- 19.5 This Article shall not in any manner limit or affect parties' rights as set forth in this Agreement; nor shall this provision be used to circumvent any topic for negotiations.
- 19.6 Any recommendation by this Council shall only be advisory in nature.

## ARTICLE 20

### LIGHT DUTY ASSIGNMENTS

Bargaining unit members who are temporarily unable to perform the essential functions of their position due to an injury or illness may be temporarily re-assigned to a light duty assignment for which they can perform the essential job functions. Only up to thirty (30) light duty positions will be available. Preference for the light duty positions will be given to bargaining unit members who sustain an on-duty injury. The Sheriff or his designee in his sole and exclusive discretion may increase the number of light duty positions. A bargaining unit member who refuses a light duty assignment authorized by his or her physician will forfeit any sick leave or disability benefit to which he/she would otherwise be entitled.

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

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

## ARTICLE 21

### SENIORITY, LAYOFF, RECALL & VACANCIES

#### 21.1 Seniority

- A. **Annual Leave Bidding** - Seniority date for all purposes of bidding for annual leave shall be the bargaining unit member's date of hire with the agency or if the bargaining unit member became employed by BSO pursuant to an agreement with a contract city, date of hire with the contract city/county. That is BSO and the FPE recognize the combination of contract city/county time and BSO time.
- B. **Shift Bidding** – Any Classification that works a (7) seven day per week schedule and or has two or more shifts, will be considered for this section. Seniority date for the purpose of annual shift bidding for shift, post/assignment, days off and facility/location (facility/location is specific to DOD only), shall be determined and established from the bargaining unit members' time in classification date (TICD). Employees classified within the Regional Communications Operator series (Trainee, I, II, III) will utilize the date in which they were initially classified within that series as their TICD. Annual shift bids are defined as the opening of all shifts, posts/assignments, days off, and facilities/locations (facility/location is specific to DOD only), in a classification, district or division, and by seniority, and in adherence to any skill requirements, where outlined, bargaining unit members will pick from the available vacancies. See 21.3 B and 21.4 for bid process. TICD is defined as the date of entry into the most recently held classification in the FPE bargaining unit to which he/she is assigned. As to contract city/county, bargaining unit members will be credited with the time in their most recent classification with the contract city prior to acquisition.

Notwithstanding the above, the determination of Time in Classification Date (TICD) for those bargaining unit members assigned to the Communication Operator Series or those bargaining unit members assigned to the Confinement Status Specialist series shall be determined and established from the bargaining unit member's original date of classification within the Communications Operator series or the Confinement Status Specialist Series.

- C. **Mini Bids** – Mini Bids may be conducted in-between the annual bids. Mini Bids are defined as bids for vacant posts/assignments only and by seniority.

For bargaining unit members receiving a demotion to a previously held job classification due to a bumping within a Layoff, the bargaining unit member will be credited with the TICD held previously within that job classification. For bargaining unit members receiving a demotion due to bumping within a layoff to a job classification not previously held, the bargaining unit member shall retain their current TICD.

- D. Any bargaining unit member who voluntarily terminates his/her employment, resigns, or is discharged, shall lose all rights to seniority and benefits, including longevity. The only exemption to this Article for retaining all rights of seniority will be when a bargaining unit member returns to work within one (1) year (365 days) of being laid off.

New employees shall be credited with bargaining unit status from the bargaining unit member's date of certified classification after successfully completing the probationary period and shall be permitted to exercise seniority rights when regular bargaining unit member status is achieved, or as otherwise defined in Section 21.3 of this agreement.

- E. The transfer, permanent assignment or promotion of a bargaining unit member for purposes of this Agreement to another job outside the bargaining unit shall terminate the acquisition of Time-in-Classification Date (TICD) seniority, unless the bargaining unit member returns to the bargaining unit within one (1) year. The bargaining unit member shall not be compelled to serve another probationary period upon return. After one (1) year bargaining unit members may not be bumped or displaced by non-bargaining unit members. However, non-bargaining unit members may be placed in a vacancy as determined by the Sheriff or designee if one exists.

## 21.2 **Layoff and Recall**

- A. The Sheriff reserves the right to layoff bargaining unit members for lack of work, or lack of funds. In the event of personnel reductions, bargaining unit members shall be laid off in the inverse order of seniority as defined in this Article. If more than one (1) classification is affected, a bargaining unit member laid off from a higher classification shall be given an opportunity to revert to the next lower classification, provided the bargaining unit member is able to perform the job in a satisfactory manner without a trial period and has maintained necessary certifications if applicable.
- B. Bargaining unit members shall be recalled from layoff based on hire date seniority. Bargaining unit members who are recalled will retain their hire date and time in class date (TICD) seniority and the pay step they were assigned at the time of layoff. TICD will not apply with reference to shift bidding until the next shift bid. The recalled bargaining unit member will be placed in the available vacancy. Leave payouts processed as a result of the layoff will not be reinstated. No new employee shall be hired in any classification until all bargaining unit members on layoff status in that classification have had an opportunity to return to work. A bargaining unit member whose position was identified for layoff and who elects to accept another position within BSO or a bargaining unit member who reverts to a previously held job classification as outlined in 21.2 (D) within BSO, will forfeit their right to recall. The Sheriff reserves the right in his sole discretion to require said recalled bargaining unit members to submit to any such selection procedure(s) relevant to their job assignment including but not limited to: background checks, toxicology

testing, as well as any other testing to determine if such bargaining unit members are deemed physically and mentally qualified to perform the work. Should the results of these selection procedures not meet BSO standards, the bargaining unit member will forfeit all rights to recall.

No laid off bargaining unit members shall retain the recall rights provided herein beyond twelve (12) months from date of layoff. Should a bargaining unit member decline the agency's offer to recall the bargaining unit member will forfeit all rights to recall.

- C. A laid off bargaining unit member shall provide written notification to BSO of any change of address. The notice to return to work will be sent to the bargaining unit member's current address on file with BSO by certified mail with copies to the FPE, no less than seven (7) calendar days prior to the date the bargaining unit member is to report to work. A recalled bargaining unit member shall be considered to have quit if they fail to accept employment within seven (7) calendar days after notification, or fail, without permission, to report to work as instructed. Thereafter, the provisions of this Agreement notwithstanding, the Sheriff will owe no further obligation to the bargaining unit member. For bargaining unit members receiving a demotion to a previously held job classification due to a bumping within a Layoff, the bargaining unit member will be credited with the TICD held previously within that job classification. For bargaining unit members receiving a demotion due to bumping within a layoff to a job classification not previously held, the bargaining unit member shall retain their current TICD.

Bumping is only allowed into the same or a lower job classification that is part of a job classification series as defined by the Bureau of Human Resources i.e. Administrative Specialist II to an Administrative Specialist I or Detention Sergeant to a Detention Deputy.

- D. Bargaining unit members subject to layoff or bumping may revert to a previously held classification if a vacancy in that previously held job classification exists and the bargaining unit member has the skills and abilities to perform the job in a satisfactory manner and has maintained certifications if applicable, without a trial period. Upon reverting, the bargaining unit member's TICD will be their prior TICD not to include credit for time not within the job classification the bargaining unit member is reverting back into.
- E. The Sheriff may deviate from the above-described process regarding inverse seniority in layoffs only in the case of operational necessity. The agency shall demonstrate operational necessity by showing that the bargaining unit member being retained has training in an area of expertise that is necessary for the position and is not possessed by a bargaining unit member of greater seniority, unless the more senior bargaining unit member can meet the training standards and be able to perform the requirements of the position within ninety (90) days. The parties acknowledge that in the event of a layoff, detention deputies and sergeants are exempt from the provisions of this Subsection.

- F. In addition, the parties acknowledge that in the event of a layoff, the DUI BAT Unit assignment will be exempt from CSA bumping/recall provisions.
- G. Notwithstanding the above, the determination of Time in Classification Date (TICD) for those bargaining unit members assigned to the Communication Operator Series or those bargaining unit members assigned to the Confinement Status Specialist series shall be determined and established from the bargaining unit member's original date of classification within the Communications Operator series or the Confinement Status Specialist Series.
- H. In the event of a layoff, a non-bargaining unit member may revert to his/her former bargaining unit job classification into a vacancy as determined by the Sheriff or designee if one exists.

**Layoff Processing**

- I. **Civilian (Non-Sworn) Job Classifications** – When a position is identified as being eliminated the bargaining unit member may bump a bargaining unit member within the same job classification with the least hire date seniority. If more than one bargaining unit member is being eliminated the bargaining unit member with the most hire date seniority selects first from the identified least hire date seniority positions within that same job classification.

If two or more job classifications are affected, the least hire date seniority in the higher job classification may bump the least hire date seniority bargaining unit member in the lower job classification.

When any of the following positions are identified as being eliminated the bargaining unit member may bump a bargaining unit member within the same job classification with the least TICD seniority:

- Records/Warrants Supervisor
- Public Records Supervisor
- Inmate Property Supervisor
- Detention Facilities Maintenance Supervisor
- Courier Supervisor
- Civil Process Server Supervisor
- Commissary Storeroom Supervisor
- Regional Communications Duty Officer

Notwithstanding the above, the determination of Time in Classification Date (TICD) for those bargaining unit members assigned to the Communication Operator Series or those bargaining unit members assigned to the Confinement Status Specialist series shall be determined and established from the bargaining unit member's original date of classification within the Communications Operator series or the Confinement Status Specialist Series.

**J. Sworn Job Classifications** - When a position is identified as being eliminated (non-layoff) the bargaining unit member's shift, days off and facility will be honored until the next annual bid.

If two or more job classifications are affected by a layoff, the least TICD seniority in the higher job classification may bump the TICD seniority bargaining unit member in the lower job classification.

In the event that a layoff occurs, the parties will attempt to enter into an agreement which would permit an amended annual bid date, as a one-time exception associated with the layoff. This bid should be effective on a date prior to the effective date of the layoff. The results of the one-time exception annual bid will supersede the above bumping process. If a bid cannot be conducted prior to the layoff then a bid will be conducted as soon as a time frame can be established by agreement between the parties. In the interim, the above-described bumping process will apply.

**21.3 Seniority and Vacancies** (For Bargaining Unit Members other than Detention Deputy, Detention Control Room Technicians, and Detention Sergeant)

**A. General Consideration for Non-bidding Civilian Bargaining Unit Members**

1. Except as modified herein, the Sheriff retains absolute control to hire new employees to fill vacancies in his sole discretion;
2. The Sheriff reserves the right to temporarily fill said vacancy with any available bargaining unit member for a period of up to thirty (30) calendar days after the vacancy arises;
3. The Sheriff will post for a period of (10) working days to attempt to fill said vacancy with interested bargaining unit members in the same job classification providing that the bargaining unit member meets the operational needs of the hiring department.
4. If said vacancy is not filled by a bargaining unit member as set forth in A3, such vacancy will be posted for a period of ten (10) working days and interested bargaining unit members will be permitted to apply for said vacancy.

**B. General Consideration for Bidding Civilian Bargaining Unit Members**

1. The term "vacancy" as used herein refers to openings for shift, days off, post/assignment and/or facility/location (facility/location is specific to DOD only). Except as modified herein, the Sheriff retains absolute control to hire new employees to fill vacancies in his sole discretion.

2. Newly hired or newly promoted probationary bargaining unit members who are rotated from shift to shift, assignment to assignment, etc., for the purpose of initial orientation as well as "trainees," shall not be considered for the purposes of this section.
3. It is agreed that the Sheriff will fill at least seventy five percent (75%) of vacancies for shift, facility/location, days off and/or post/assignment, with the most senior bargaining unit member, as established by their time in class date (TICD), through the annual shift bidding process. BSO may fill twenty five percent (25%) of all funded positions administratively for legitimate operational reasons. Any administrative placements must be agreed upon by both the Sheriff and the bargaining unit member.

No bargaining unit member can be removed from the post/assignment they bid except while the member is under an official internal investigation or light duty. However, a CSA may be temporarily re-assigned for up to two weeks for a legitimate operational necessity.

4. Vacancies for the annual shift bid will be posted for bargaining unit members to review at least 10 days prior to the bid date or closing date for bids. After the bids are finalized, the completed bids will be posted for at least 10 days for bargaining unit members to review as soon as possible. Any of the aforementioned bid steps will be forwarded to the FPE upon request.
5. When there is a vacancy in a particular facility/location or district such vacancy will be posted for a period of ten (10) working days and interested bargaining unit members will be permitted to request a transfer to said vacancy. If two or more bargaining unit members request a transfer to the same vacancy, the senior member may be awarded the transfer.

#### 21.4 **Department of Detention**

- A. The term "vacancy" as used herein refers to openings for shift, days off, post/assignment and/or facility/location (facility/location is specific to DOD only). Except as modified herein, the Sheriff retains absolute control to hire new employees to fill vacancies in his sole discretion.
- B. Newly hired or newly promoted probationary bargaining unit members who are rotated from shift to shift, assignment to assignment, etc., for the purpose of initial orientation as well as "trainees," shall not be considered for the purposes of this section.

- C. Temporary assignments will not be considered for the purposes of this section. Temporary assignments cannot extend beyond sixty (60) calendar days and are not renewable without notification to the FPE.
- D. Bidding shall fill ninety percent (90%) of all funded certified detention deputy posts in the Department of Detention. BSO may fill ten percent (10%) of all funded certified detention deputy posts administratively.
- E. Bidding shall fill ninety percent (90%) of all funded certified detention sergeant posts in the Department of Detention. BSO may fill ten percent (10%) of all funded certified detention sergeant posts administratively.
- F. Bidding shall fill ninety percent (90%) of all funded detention technician posts in the Department of Detention. BSO may fill ten percent (10%) of all funded detention technicians administratively total.
- G. BSO will furnish the FPE with a report regarding the administration of these provisions when requested. The report will be furnished within fourteen (14) calendar days of request. A meeting between the Director of the Department of Detention (or his/her designee), the FPE and an on-site representative from each of all the Department of Detention facilities may be scheduled as soon as practicable after the report is furnished to the FPE.
- H. The format for the bid will be discussed with the FPE representatives at least thirty (30) calendar days prior to the date on which the annual bid will begin. The FPE will be advised at least fifteen (15) calendar days prior to the beginning of the annual "mini bid".
- I. The parties mutually agree to select a detention deputy post per shift, per facility, to include Central Intake (excluding Transportation) with weekends off. This post will not be administratively filled by either party and will be open for bid during the established bidding process and will be filled by seniority. If there is no agreement within five (5) working days prior to the Sheriff or designee posting the bid, the Sheriff or designee will make the final decision.
- J. The parties mutually agree to select one (1) detention sergeant post per jail (excluding Central Intake), with weekends off. This post will not be administratively filled by either party and will be open for bid during the established bidding process and will be filled by seniority. If there is no agreement within five (5) working days prior to the Sheriff or designee posting the bid, the Sheriff or designee will make the final decision.

K. In the event of excessive sick calls, medical emergencies, assaults/fights, death in custody or for other legitimate operational needs, management has the right to move detention personnel from their post(s) to address the issue. This provision shall not be used in a punitive, arbitrary, or capricious manner. Under these circumstances, neither the backfill restriction nor Appendix A will apply.

## **ARTICLE 22**

### **WORKING OUT OF CLASSIFICATION**

- 22.1 Any bargaining unit member must be authorized by his/her supervisor in writing to perform the duties of a higher classification. If such assignment to the higher classification exists, the bargaining unit member shall receive a five percent (5%) increase in his/her base salary for the actual time spent in the temporary classification for all hours worked.
- 22.2 Any bargaining unit member who accepts or is permanently assigned, e.g., voluntary demotion, to a lower job classification shall be compensated at the rate of pay commensurate with the bargaining unit member's ability to initially perform the lower job classification.

## ARTICLE 23

### USE OF PERSONAL VEHICLE

- 23.1 Any bargaining unit member, with exception of Civil Process Servers, using an authorized personal vehicle for approved departmental duties, shall be compensated at the state-approved rate. Civil Process Servers without assigned BSO vehicles, who are authorized to use personal vehicles for the performance of their BSO duties, shall be compensated as follows:
- A. Civil Process Servers without assigned BSO vehicles will receive a supplement to their base salary, which shall not be considered part of their base salary, in the amount of two hundred seventy-five (\$275.00) per month. In addition, mileage in excess of 1,500 miles per month shall be reimbursed consistent with Chapter 112, Florida Statutes, at the rate approved by the State of Florida.
- 23.2 FPE shall provide a written request to the Sheriff for the use of departmental vehicles in place of personal vehicles for Civil Process Servers in the performance of their department duties. The Sheriff shall furnish said vehicles to up to a minimum of fifty percent (50%) of the Civil Process Servers. Selection shall be based upon the bargaining unit member's seniority.
- 23.3 Departmental vehicles furnished to Civil Process Servers shall be in lieu of those provisions of Sections 23.1 and 23.2 above.

## ARTICLE 24

### UNIFORMS AND EQUIPMENT

- 24.1 Standard marked patrol vehicles will be supplied to Detention Deputies for perimeter security posts at specified correctional facilities. All Detention Deputies, who are assigned to the scanner and perimeter security will be supplied with a public safety radio.
- 24.2 The Sheriff agrees to continue the present practice of granting uniforms to certain full-time bargaining unit members who currently receive this benefit.
- 24.3 Bargaining unit members assigned to the Regional Communications Division will be provided one (1) Class B uniform and any combination of Class C uniforms within the yearly allotment. The Records/Warrants Division will be provided with one (1) Class B uniform and four (4) Class C uniforms. Class B or Class C uniforms may be worn at the discretion of the division commander.
- 24.4 The Sheriff agrees to provide five (5) "two-piece" uniforms to maintenance technicians at the jail and three (3) "cargo style" uniform pants for the classification of Evidence Technician. All Recreation Deputies shall be issued three (3) pairs of Class C shorts and will be allowed to wear them to work. All Recreation Deputies must have Class B uniforms available at the worksite.

High gloss duty shoes must be worn with Class A uniforms for special occasions i.e., funerals, parades or other similar events.

- 24.5 The following deputy assignments will be allowed to wear Class C pullover shirts or an approved uniform:
1. Support Deputies
  2. Recreation Deputies
  3. Mental Health Deputies
  4. Kitchen Deputies
  5. COPE Deputies
  6. Any other assignment(s) or unit(s) approved by the Sheriff or designee.

The Sheriff agrees to provide five (5) Class C shirts to these bargaining unit members who are required to wear Class C shirts.

- 24.6 Facility commanders may designate certain posts for work outside the facility, or in inmate recreation. At these posts Class C shorts and shirts may be worn. Every Detention Deputy assigned to such posts will be provided the Class C uniforms. All deputies permanently assigned to that post will wear required Class C shorts and shirts.
- 24.7 The Sheriff agrees to supply protective vests, gun belts and holsters to Detention Deputies who are required to use them. Any bargaining unit member issued such

leather and/or vests will return it to the property bureau at the conclusion of the assignment.

The Sheriff agrees to supply protective vests to Community Service Aides and Civil Process Servers. Bargaining unit members carrying out these assignments will be mandated to wear and carry the assigned equipment and to attend training as directed.

- 24.8 The Sheriff will equip BSO vehicles used in perimeter security with mounts for twelve (12) gauge shotguns. Detention Deputies assigned to perimeter patrol are authorized to carry twelve (12) gauge shot guns in BSO vehicles provided the Detention Deputy has received and maintains firearms qualification with the twelve (12) gauge shot gun, and shotguns remain a BSO-authorized firearm. The Sheriff agrees to supply the shotguns for any perimeter posts.
- 24.9 In the event that a bargaining unit member incurs damage to or loss of prescription eyeglasses, prescription sunglasses, or prescription contact lenses as a result of performance of duty, 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 (\$5,000.00) dollars during the term of this Agreement. Reimbursement of any claim for repair or replacement of eyeglasses must be approved in writing by the bargaining unit member's Department Director.
- 24.10 The Sheriff will provide a clothing allowance of four hundred fifty dollars four hundred (\$450.00) per year for bargaining unit members working full-time and not on loan in the following assignments: Internal Affairs and the Bureau of Investigations and Projects (limited to those identified by command who work in an investigations capacity).

Eligibility for clothing allowance shall be determined as of January 1 for service performed in the above specified assignments for the preceding year and will be paid by January 30 on a pro-rata basis, computed monthly, for determination of eligibility and payment. This allowance only applies to job classifications that are required to wear a uniform.

During the term of the agreement if any other units are created BSO and the FPE agree to meet and confer to discuss whether such newly created unit(s) should be included in 24.10.

## **ARTICLE 25**

### **SEMINARS AND TRAINING**

Bargaining unit members, authorized in writing by the Training Division Director to attend job related seminars and/or scheduled educational programs while on duty, shall be compensated for related expenses authorized by State law upon presentation and acceptance of proof of said expense. Compensation for out-of-town overnight programs shall be paid at a per diem rate established by the State law in addition to the bargaining unit member's daily rate of pay and the bargaining unit member shall be credited for having worked a regular eight (8) work hour day for each full day or majority part thereof. Voluntary attendance by bargaining unit members at off duty seminars, not by mandated or approved by BSO, will not be considered as hours worked.

## ARTICLE 26

### **DRUG AND ALCOHOL TESTING**

- 26.1 BSO and the FPE have negotiated a Drug and Alcohol-Free Workplace Policy and Work Rules (hereinafter, the "Policy") pursuant to the provisions of the Florida Drug-Free Workplace Program, as provided in Fla. Stat. Section 440.102 (1997) 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 member in the performance of his/her duties. This Policy gives BSO the right to test bargaining unit members under certain circumstances. All bargaining unit members must comply with the requirements of the Policy. Failure to timely comply with this Policy by any bargaining unit member will be grounds for immediate disciplinary action, up to and including discharge from the agency.
- 26.2 The Policy is available to all current employees electronically on the BSO Informant.
- 26.3 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 FPE in writing prior to implementing any such change(s) in the Policy.

## **ARTICLE 27**

### **RETIREMENT BADGES**

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 badge and/or identification card clearly marked "retired," including those bargaining unit members who are employed by BSO and are governed by a contract city pension plan.

## **ARTICLE 28**

### **REPRODUCTION AGREEMENT**

This Agreement will be made available on the BSO Intranet site and, BSO Informant. BSO will provide to the FPE one (1) electronic copy in electronic format on a commonly available media in a popular file format.

## **ARTICLE 29**

### **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 30

### **MINIMUM RECOMMENDED STAFFING REQUIREMENTS - REGIONAL COMMUNICATIONS DIVISION**

BSO will utilize public safety communications accepted industry standard formulas as a guideline to determine recommended minimum staffing levels at each site and will endeavor to keep staffing within those levels barring any exigent circumstance or economic constraint beyond the control of the Division.

## **ARTICLE 31**

### **CARE AND MAINTENANCE OF CANINES**

Bargaining unit members who are canine handlers are responsible for the care and maintenance of the dog(s) assigned to them. No bargaining unit member will be assigned more than two (2) dogs. The care and maintenance of the assigned dog(s) shall be reasonable as determined by appropriate supervisors.

At the sole discretion of the Sheriff, care and maintenance of each dog may be required to be performed during times other than the canine handler's scheduled hours. The parties agree that a canine handler will reasonably spend no more than one hour per day (seven days per week) in the care and maintenance of the assigned dog(s).

The parties agree that in lieu of required preparation and submission of timesheets for receipt of overtime pay for the agreed upon one (1) hour of overtime per day for the care and maintenance of his/her dog(s) for a total of forty dollars (\$40.00) per day shall be converted to five hundred sixty dollars (\$560.00) per pay period. Additionally, this amount will still be paid to the canine handler for any days of the week that the assigned dog(s) is boarded in a kennel/facility paid for by BSO. This amount of five hundred sixty dollars (\$560.00) per pay period will be paid regardless of the number of dogs assigned to the handler.

Only deputies with an assigned dog(s) will be eligible for payment.

BSO will provide assigned canine handlers with canine related pest control services at the bargaining unit member's residence.

ARTICLE 32

TERMS OF AGREEMENT

This Agreement commences effective October 1, 2024 until September 30, 2027 and shall remain in full force and effective until September 30, 2027. The parties agree to reopen Article 10 - Compensation and Benefits during the term of this agreement in accordance with the terms set forth in Article 10.1 and all other provisions shall remain in effect through September 30, 2027.

Further, the parties understand that the Sheriff is developing a physical fitness program for all sworn and or certified first responders, based upon specific job descriptions. Once the physical fitness program for members of this bargaining unit is developed, there will be a reopener on the implementation of the program.

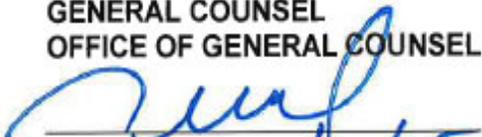
GREGORY TONY  
SHERIFF OF BROWARD COUNTY

FEDERATION OF PUBLIC EMPLOYEES

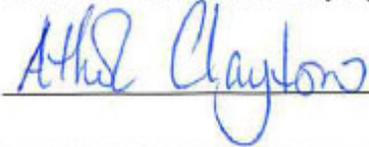
  
Date: 5/29/25

  
Date: 5/29/25  
By: Deputy Norman Lebron  
Director

TERRENCE LYNCH  
GENERAL COUNSEL  
OFFICE OF GENERAL COUNSEL

  
Date: 5/29/25

Federation of Public Employees Negotiating Team:

  
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**RATIFIED**

May 7, 2025

## APPENDIX "A"

**This appendix covers a portion of the Agreement executed on Friday, September 12, 2003 entitled "Federation of Public Employees Shutdown Posts/Overtime Settlement and Release Agreement and updated to include the language agreed upon in the Modification of Settlement and Release signed by Sheriff Al Lamberti on September 24, 2007**

Regarding the scheduling and rosters, the parties agree to following terms:

The parties agree all overtime will be authorized at the discretion of the shift supervisor in a fair and equitable manner;

FPE agrees that BSO determines the number of utility posts based on its operational needs which may include increasing or decreasing the number of utility posts. BSO agrees that changes to the number of utility posts, whether increases or decreases, will be reviewed with FPE prior to implementation. A utility post is defined by the parties as a post which is subject to shut down by BSO. Deputies who bid and ultimately are awarded a utility post understand that they are subject to shut down or movement to another post at the discretion of the shift supervisor.

BSO agrees that when there is more than one utility post of the same category and location to be closed, such will be done on the basis of seniority so that the least senior deputy of the same category and location will be affected. (Example: Three movement deputies all working on the 7<sup>th</sup> floor Main Jail and one must be shutdown, the shutdown will be based on seniority, the least senior deputy being shutdown first.) Further, in the event the post category being shut down or moved has only one position on that shift, there is one consideration for seniority or shutting down a different post category or location as a substitute option;

In cases of emergency or extenuating circumstances, BSO may move shutdown post deputy to an adjoining facility or command;

Those posts defined as fixed, may be temporarily shut down in cases of facility maintenance, construction or other emergencies.

The parties agree that BSO will conduct "Master Bids" every year. Further, the parties agree that a "Mini Bid" shall be conducted once per year, to be effective in June of each year. In the event of a voluntary bid change during the mini bid, the employee's preapproved leave (annual, holiday, bonus days, etc.) schedule will not follow the employee. The employee shall select leave on a first come, first served basis.

Deputies and Sergeants who bid Central Intake, Mental Health, and/or Work Unit, agree their assignments will be for the duration of the Master Bid (1) year unless excused by the Director or Executive Director;

Sick leave call in procedures will require employees calling in to personally call the on duty shift commander of their respective command and not into Master Control.

However, it is agreed that lieutenants or acting shift commanders may not inquire as to the nature of the employee's illness; and

Bonus days, holidays and personal days can be requested at the discretion of the bargaining unit member but will be approved at the discretion of BSO based on prior supervisory approval. The provisions of 9.3 of the collective bargaining agreement shall remain intact.

Members designated to serve on the AAB board will be selected from lists provided by the Union and BSO consistent with current contract language. The selection of those members will be at the discretion of BSO in accordance with the existing process. BSO picks all three persons from the lists.

**APPENDIX B**

**Deputy Sheriff – Detention and Detention Sergeant  
Salary Schedule**

**Effective 10/1/2024**

**Deputy Sheriff – Detention**

<b>Step</b>	<b>Annual</b>
1	\$60,750
2	\$63,788
3	\$66,977
4	\$70,326
5	\$73,842
6	\$77,534
7	\$81,411
8	\$85,481
9	\$89,755
10	\$94,243
11	\$96,599
12	\$99,014
13	\$101,490
14	\$104,027
15	\$106,628
	<b>Sergeant – Detention</b>
<b>Step</b>	<b>Annual</b>
1	\$89,755
2	\$94,243
3	\$98,955
4	\$103,903
5	\$109,098
6	\$114,553
7	\$120,281
8	\$126,295
9	\$132,610
10	\$135,925