

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ST. LUCIE COUNTY SHERIFF'S OFFICE

AND

**COASTAL FLORIDA
POLICE BENEVOLENT ASSOCIATION, INC.**

LAW ENFORCEMENT

October 1, 2006

through

September 30, 2009

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PREAMBLE

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

ARTICLE 1

RECOGNITION

Section 1

The Sheriff hereby recognized the Coastal Florida Police Benevolent Association, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the bargaining unit for which this recognition is accorded as defined in the Certification Number 1566. This Agreement includes all full-time employees in the classifications and positions listed in Appendix A of the Agreement.

Section 2

The Sheriff will not be called upon to recognize the Association as a bargaining agent for any of the SLCSO's employees other than those included in the certified unit set forth above, in the absence of a new certification by the Florida Public Employees Relations Commission (PERC). Clarifications of and amendments to the bargaining unit as defined above shall be by mutual consent of the Sheriff and the Association, or in the case of a dispute, by determination of PERC.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1

A. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the Sheriff prior to this Agreement are retained by the Sheriff.

B. Nothing in this Agreement shall be construed so as to limit or impair the right of the Sheriff to exercise his sole and exclusive discretion on all the following matters, providing such exercise is consistent with the law and the express terms of this Agreement:

1. To manage the Sheriff's Office and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
2. To determine the purpose and functions of the Sheriff's Office in its constituent divisions, units or otherwise separated classifications.
3. To alter or vary past practices and otherwise to take such measures as the Sheriff may determine to be necessary to maintain order and efficiency relative to both work force and operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this Agreement. If the Sheriff takes action that effects terms or conditions of employment, he will meet with the Union to discuss the matter if requested by the Union.
4. To set methods, means of operations and standards of services to be offered by the Sheriff's Office and to contract such operations/services to the extent deemed practical and feasible by the Sheriff is its sole discretion.

5. To determine and re-determine job content, work load and work force size.

6. To determine qualifications of all employees employed by the Sheriff's Office. To select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the Sheriff's Office consistent with the existing provisions of law and this Agreement.

C. Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain in full force and effect unless changed, modified, or deleted by the Sheriff.

D. It is expressly understood by and between the parties to this Agreement that the Sheriff shall not be deemed to have waived or modified any of the rights reserved to the Sheriff under this Article by not exercising said rights in a particular matter or in a particular manner.

ARTICLE 3

PBA REPRESENTATIVE AND UNION BUSINESS

Section 1

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

Section 2

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

Section 3

The Sheriff agrees to establish a PBA Time Pool. Each PBA member may contribute two (2) or more hours of their annual leave to the PBA Time Pool on an annual basis. These contributions will be deducted from the member's accrued leave. Donated PBA members' time will be carried over from year to year.

Section 4

Hours from the PBA Time Pool may be utilized by the PBA representatives to attend PBA meetings, PBA approved training classes, arbitrations, contract negotiations or other union related business. PBA members may use hours from the PBA Time Pool upon authorization from a CFPBA staff representative. PBA representatives will fill out the standard SLCSO Leave Form to request use of hours from the PBA Time Pool. The

request will be submitted to the member's supervisor who will use the same guidelines as used for annual leave or at the Sheriff's discretion. No reasonable request shall be denied.

Section 5

An employee representative who is on duty and required to attend a disciplinary interview shall be considered in a paid status.

ARTICLE 4
PERSONNEL RECORDS

Section 1

Each unit employee shall have the right to inspect his/her official personnel file, provided that such inspection shall take place during regular working hours. If the unit employee is on-duty then the unit employee will receive their immediate supervisor's approval prior to leaving their present assignment. The unit employee shall have the right to obtain from the Sheriff's Office, at no cost to the employee a copy of any of the items contained in his/her official personnel file.

Section 2

Unit employees shall have the right to file a written response to any letter of reprimand or other document, which is placed in the employee's official personnel file, subsequent to the supervisory action or citizen complaint. At the unit employee's request, any such written response shall be included in the employee's official personnel file together with the letter used for the reprimand or other document to which it is directed.

Section 3

No discipline will be placed in a unit employee's official file without the employee's knowledge.

Section 4

Where the Sheriff or his designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, such

document shall be stamped "NOT VALID" placed in an envelope and maintained in the employee's official Personnel file. The contents of the envelope will be disclosable pursuant to the requirements of Florida law.

ARTICLE 5

PROBATIONARY PERIOD

Section 1

The standard probationary period for all bargaining unit employees shall be twelve (12) months from the date of certification or date of hire if already certified; however, the Sheriff may extend probation for an additional six (6) months if he deems it appropriate. With respect to new hires, any time spent out of work or on modified light duty for any reason, including a worker's compensation injury, may be deducted from the twelve (12) months, thus extending probation.

Section 2

Members transferred within the bargaining unit will have a probationary period of six (6) months.

Section 3

Members transferred to another bargaining unit will have a probationary period of one (1) year.

ARTICLE 6

PERFORMANCE EVALUATIONS

Section 1

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

Section 2

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

Section 3

Where a non-probationary employee does not meet performance standards, the Sheriff shall develop a performance plan intended to correct performance deficiencies. Evaluations are not subject to the procedures in Article 38, except the unsatisfactory evaluations may be grieved.

Section 4

Employees who receive an unsatisfactory rating overall will be placed on a ninety (90) day corrective period. If at the end of the ninety (90) day period the employee is still rated unsatisfactory he/she may be terminated.

ARTICLE 7

FIELD TRAINING OFFICERS

Field Training Officers shall complete a Florida Department of Law Enforcement-Criminal Justice Standards and Training Commission approved Field Training Officer's Course. To be eligible for selection as a Field Training Officer ("FTO"), a bargaining unit member additionally must meet the minimum requirements as established by the Sheriff. The Sheriff may include additional job-relevant requirements and will determine the selection process for the assignment of FTOs.

Bargaining unit members must complete the certification process as Field Training Officers (FTOs) and must be designated as an FTO by the Sheriff before they will receive an additional five dollar (\$5.00) per hour while engaged in training activities. An FTO who is not engaged in training activities will not receive the additional five dollars (\$5.00) per hour.

ARTICLE 8

TAKE HOME VEHICLES

Section 1

All bargaining unit members with assigned vehicles shall be eligible for take home vehicles upon the successful completion of their field training period. All bargaining unit members who live outside of St. Lucie County will pay the Sheriff's Office fifty dollars (\$50.00) a month (\$25.00 a pay period) through payroll deduction. All bargaining unit members who live outside of St. Lucie County and take their assigned vehicles home will be restricted to taking their assigned vehicles to only Indian River, Martin or Okeechobee Counties. The assignment of the vehicles shall be made based upon availability and duty assignment with priority to those members assigned to the Department of law Enforcement.

This Article will not apply to existing bargaining unit members after ratification of the contract to the extent that bargaining unit members may continue to take their assigned Sheriff's Office vehicle up to ten (10) miles outside of St. Lucie County without compensation to the Sheriff. However, if the existing bargaining unit member resides outside of the ten (10) miles, the existing bargaining unit member will have to comply with all provisions of the paragraph above.

Section 2

The Sheriff shall establish rules and procedures for the use and assignment of vehicles. The Sheriff may retrieve a vehicle from any employee who is out of work due to a worker's compensation injury, sick leave, Family Medical Leave Act, limited duty or vacation.

Section 3

The Sheriff shall have the right to temporarily deny any bargaining unit member a vehicle as a result of improper use or care of the vehicle, violation of SLCSO policy related to a traffic incident or while the member is under investigation for an offense which may result in their arrest, decertification and/or termination.

ARTICLE 9

EDUCATION ASSISTANCE

Section 1

A. This Article applies to all members of the bargaining unit who have completed their initial probation period.

B. Bargaining Unit members are encouraged to enhance their effectiveness through education and training, to develop their skills and knowledge, and improve their ability to carry out their duties more efficiently. The St. Lucie County Sheriff's Office Tuition Reimbursement Program will provide members with the opportunity to receive reimbursement of tuition costs for approved courses for an accredited college. The course of study is limited those courses that will enhance job skills related to Sheriff's Office careers. For example, courses in Accounting, Business Administration, Chemistry, Computer Science, Criminal Justice, Public Administration, etc. might be considered to enhance job skills for applicable members.

Section 2 – Procedure:

A. Members who take courses from an accredited college related to their job, career advancement, or redirection may be entitled to reimbursement of their paid tuition costs based upon the satisfactory completion of the course(s).

1. Members receiving a grade of "A" (or "S: in those pass/fail course directly related to the degree program) will receive 100% reimbursement of their paid tuition.

2. Members receiving a grade of "B" will receive 90% reimbursement of their paid tuition.

3. Members receiving a grade of "C" will receive 75% reimbursement of their paid tuition.
 4. Members who receive less than a grade of "C" will not be reimbursed.
- B. Reference materials, supplies, travel and parking costs **will not** be included in the reimbursement.
- C. ACCREDITED COLLEGE shall be defined as a community college or university that is accredited by the Southern Association of Colleges and Schools (SACS) or other recognized regionally accredit institution, and recognized by the Department of Education, State of Florida.
- D. Reimbursement may be delayed due to budgetary constraints, but shall be made as soon as the budget allows.

Section 3 – Limitations

- A. The total annual (12 month) cost to the St. Lucie County Sheriff's Office will not exceed eighteen (18) credit hours per member per fiscal year.
- B. Members eligible to receive educational benefits through the G.I. Bill or similar programs may apply for reimbursement of ONLY THOSE TUITION COSTS NOT FUNDED BY THE OTHER PROGRAM, provided the total annual cost to the Sheriff's Office does not exceed the maximum credit hours allowed. No member may receive reimbursement from the office when he/she is receiving full benefits from any other source. Student loans are considered paid by the member.
- C. The level of reimbursement will not exceed the state tuition rates of Indian River Community College for Associate Degree courses or Florida Atlantic University for

Bachelor or Masters Degree courses. Doctorate level courses must be approved on a case-by-case basis by the Sheriff, or designee, due to the high cost of those courses.

Section 4 – Member Obligations

A. Members will submit the initial Educational/Tuition Reimbursement Request (FCN 0026) to their division commander before starting course work.

B. Members will be responsible for arranging necessary time to attend classes.

C. Classes will be attended on off-duty hours and will not be attended during the member's normal working hours unless prior written approval is received from the member's division commander.

D. All members receiving reimbursement under this program will be obligated to remain employed by the St. Lucie County Sheriff's Office for a minimum of one (1) year following satisfactory completion of the course(s).

E. Those members resigning or terminating employment, for whatever reason prior to expiration of the required period, will refund the St. Lucie County Sheriff's Office for reimbursements before receiving their final paycheck.

Section 5 – Applications

A. Members will verify with the Training Unit supervisor that each course to be taken is reimbursable under the program. Verification will be made prior to registration.

B. Members wishing to take part in the reimbursement program will submit an Educational/Tuition Reimbursement Request (FCN 0026) within thirty (30) calendar days from receipt of grades.

C. Members must provide tuition receipts and official grade notification with the application.

D. The Sheriff, or designee, will authorize payments under this program.

E. The Training Unit will coordinate the application and processing of this program to ensure all paperwork is compiled and correct before submitting to the Finance Unit for payment.

ARTICLE 10
DRUG TESTING

Section 1

The Sheriff's Office has a legal responsibility and management obligation to ensure a safe work environment, protection of public trust, and the integrity of the Sheriff's Office. Furthermore, it has a paramount interest in protecting the public by ensuring that its members have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment is that a person is free from drug dependence, illegal drug use, or drug abuse.

Section 2

A. Sheriff's Office members will not take any drugs or dangerous substances whether on/off duty, unless prescribed by a person licensed to practice medicine. Members who are required to take prescription medicine that may impair their normal faculties will notify their immediate supervisor of the medication prescribed. Any statutorily defined illegal use or abuse of drugs by any member will not be tolerated.

B. All property belonging to the Sheriff's Office is subject to inspection at anytime, without notice, as there is no expectation of privacy.

1. Property includes, but is not limited to, Sheriff-owned vehicles, desks, containers, files, and storage lockers.

2. Members' assigned lockers, which are locked by the member, are subject to inspections by a supervisor after reasonable advance notice, unless waived by the Sheriff or Chief Deputy, and in the presence of the member.

C. Sheriff's Office members who have a reasonable suspicion to believe that

another member is illegally using drugs or narcotics will report the facts and circumstances immediately to their supervisor and/or Internal Affairs.

D. Failure to comply with the intent or provisions of this procedure may be used as grounds for disciplinary action. Refusal by a member to take the required drug test will be presumed, in the absence of clear and convincing evidence to the contrary, that the member has been or may be under the influence of an illegal or unauthorized substance.

E. Test results reporting a presence of illegal drugs or narcotics, the abuse of prescription drugs, or the abuse of non-prescription drugs will be submitted as part of a written complaint to the member's department director for review and action as appropriate.

F. Test results reporting a presence for anabolic and/or androgens steroids including steroidal supplements will constitute a violation of this general order, unless prescribed by person licensed to practice medicine.

G. Sheriff's Office members who do not follow the requirements or adhere to the procedures in this directive may be subject to termination.

Section 3

APPLICANTS: Applicants for all positions will be tested for drug or narcotic usage as a part of their pre-employment process. The testing protocol and safeguards set forth in this procedure will apply.

A. Test results reporting a presence of illegal drugs or narcotics, or the abuse of non-prescription or prescription drugs will be the basis for discontinuance of an applicant in the selection process. Such applicants will be notified by the Human

Resource supervisor of their rejection for employment.

B. Refusal to take the test will be the basis for discontinuance of an applicant in the selection process.

C. Applicants demonstrating addiction to any narcotics/drug will be permanently rejected.

D. Any improper use of a narcotic/drug by an applicant will be grounds for rejection.

E. The drug test results of applicants or members may be subject to disclosure under the Florida Public Records Act Chapter 119.

CURRENT MEMBERS: The agency reserves the right to ask any member to submit to a drug test under the following conditions:

A. The Sheriff or Chief Deputy may require that a member submit to a drug test when there is a reasonable suspicion for suspected usage. The supervisor will forward a report containing the facts and circumstances directly to the department director and a copy to the Chief Deputy.

B. Members on leave for an extended period of time beyond 30 consecutive days may be required to submit to a drug test upon return to work.

C. Members of the St. Lucie County Sheriff's Office will submit to a random drug test. Random testing is not designed to single out any individual or subject any member to arbitrary manipulation or discrimination.

1. All members will be tested at random at any time during their employment when selected from the random pool.

2. The member will be selected by a random number computer program drawing the member's social security number.

3. The risk manager will be responsible for generating the list of ten members to be tested each week using the random number computer program. Members who have been randomly selected within the immediate preceding 90 days will not be tested and their name recycled into the pool. This occurrence will be documented by Risk Management.

4. The risk manager will notify the department director, or designee, of the name(s) of member(s) within their respective divisions who have been randomly selected for testing each week.

5. If a member is on leave when their name is selected his/her name will be placed back into the random pool and another member will be drawn for that week. If the member's number is resubmitted into the pool, without that member being tested, the risk manager will document the circumstances as to why the member was not tested and retain documentation.

6. The risk manager will maintain a record in a database of all randomly selected social security numbers, the member's name, date of test, result of test, and any pertinent information regarding the test.

7. The member's supervisor will notify the member of the test no sooner than six hours prior to the test. Members must report for testing within six hours of notification. The member's supervisor will ensure that the member is available to take the test at the scheduled time.

Immediately following notification to the member, or as soon as possible, the supervisor will inform the risk manager of the date and time of notice.

8. Any refusal by the member to cooperate with the testing, including refusal to

submit to the test at the time ordered, may result in the member's immediate discharge from employment with the St. Lucie County Sheriff's Office.

TESTING METHODOLOGY

A. The testing laboratory will test for the following substances:

1. Darvon (Propoxyphen)
2. Benzodiazepine
3. Amphetamines
4. Methadone
5. Phencyclidine
6. Opiates
7. Cocaine
8. Barbiturates
9. Cannabinoids

B. The testing laboratory will use the cut-off levels established by the Department of Health and Human Services (DHHS).

C. If an initial screening result is positive, the designated testing facility shall conduct a confirmation test on the initial sample using the gas chromatography/mass spectrometry (GCMS) or refer the sample for GCMS testing by a Federal or State licensed laboratory. The cut-off levels used for the confirmation test are established by the DHHS.

TESTING PROCEDURES:

A. The following procedures will be adhered to by all personnel administering the drug test to ensure the integrity of the testing process.

B. The member will respond to the designated collection site where positive identification will be required from the member.

C. The member will then complete and sign the Chain of Custody form giving consent to testing. This form will accompany the specimen.

D. The member will remove any unnecessary outer garments such as a coat or jacket. The member will leave all personal belongings such as a briefcase or purse outside of the room where the sample is collected.

E. The member will then wash and dry his/her hands immediately prior to urination to avoid contamination of the specimen. The member will remain under the observation of the collection site person until a private bathroom facility is provided.

F. The bathroom facility will consist of a toilet having a bluing agent in the toilet bowl and adjoining tank.

G. The member will then provide the urine sample in the privacy of the bathroom facility provided. The member will provide at least 50 cubic centimeters of urine. If the collection site person determines there is less than 50 cubic centimeters of urine in the container additional urine will be collected in a separate container to reach a total of 50 cubic centimeters.

H. Where the member appears unwilling or unable to give a specimen at the time of the test, collection site personnel will document the circumstances on the Chain of Custody form. The member will be permitted no more than four hours to give a specimen, during which time the member will remain in the testing area. Reasonable amounts of water will be provided to the member to encourage urination.

I. Absent a compelling and verifiable medical condition, failure to submit a sample at the end of four hours will be considered a refusal to submit to a drug test.

J. After the urine specimen is submitted, the collection site person will measure and record the temperature on the Chain of Custody form, and confirm the temperature has been read within four minutes.

1. If the temperature of a urine specimen is outside the range of 90.5 degrees Fahrenheit to 99.8 degrees Fahrenheit, this will constitute a reason to believe the specimen may have been altered or substituted. The actual temperature of the specimen must be recorded on the Chain of Custody form.
 2. Whenever there is a reason to believe that the specimen has been altered or substituted, a second specimen will be collected immediately, under the direct supervision of a supervisor of the same gender.
 3. All samples suspected of being altered or diluted will be forwarded to the designated laboratory.
- K. The member and the collection site person will keep the urine specimen in sight at all times until it is sealed.
- L. The collection site person will place the tamper proof tape over the container cap and securely place the identification label on the container which contains the date, the member's payroll ID number, and any other identification information required.
- M. The member will initial the identification label for the purpose of certifying that it is the specimen collected from the member.
- N. The sample will be submitted to the designated testing laboratory for immediate testing.
- O. The collection site person will initiate and complete the Chain of Custody form for the specimen given. The Chain of Custody form will accompany the specimen to maintain its integrity by tracking its handling and storage from the point of collection to the final disposition of the specimen.
- P. The collection site person will arrange to transfer the collected specimen to the

designated drug testing laboratory. Transportation will be done in such a manner as to maintain the integrity of the specimen. Each time the specimen is handled or transferred every individual in the chain of custody will be identified on the Chain of Custody form.

PROMOTION/TRANSFER:

- A. Members who change in assignment from one department to another (e.g. Detention deputy transferred to Uniform Patrol) will be required to submit to a drug test.
- B. Members who are promoted will be required to take a drug test.
- C. Prior to accepting a special assignment to the Special Investigations Unit, a member will be required (in addition to section II) to submit to a periodic unannounced drug test at the direction of the Sheriff or Chief Deputy. This is due to the sensitivity of these assignments.

POSITIVE RESULTS:

- A. Every specimen that produces a positive confirmed result will be preserved by the laboratory that conducts the confirmation test for a period of at least 210 days after the results have been mailed to the Sheriff's Office.
 - 1. If a member undertakes an administrative or legal challenge to the test result, the member will notify the Sheriff's Office. The laboratory will be notified and the sample will be retained by the laboratory until the case is resolved.
 - 2. Any positive result for a controlled substance to include any indicators for Cannabinoids, whether organic or synthetic, is presumed to be a violation of this policy unless a current and valid prescription exists in the name of the affected member exclusively. Members who may be required by a licensed and treating Physician or

M.D. to take the substance Marinol or any derivative thereof, regardless of the product's name, must produce such prescription at the time the prescription is issued by the treating and licensed physician. Failure to do so in a timely manner may result in disciplinary action up to and including termination.

3. A positive urine drug screen will be reported to a Medical Review Officer (MRO) for interpretation.

4. The MRO shall personally contact the member.

5. The member may provide an explanation for the positive drug found test results.

Plausible explanations include:

a. Current and valid prescription form from a doctor, evidence of which must be provided to the MRO.

b. Medications received from a doctor's or dentist's office. The member will provide proof, in the form of a letter, from the doctor or dentist to the MRO.

6. If an acceptable explanation is provided, the MRO will interpret the test as negative and will report negative results to the risk manager at the St. Lucie County Sheriff's Office.

7. If the member believes the positive test is in error, the member will be given the option of an independent test of the same urine specimen by an independent laboratory, licensed by the Federal or State Government, at the member's expense. The member who wishes to exercise this option must inform the MRO within seventy-two hours of the positive test. Otherwise, such a request does not have to be granted.

8. The MRO must make an effort to contact the member personally before reporting positive results. However, if the MRO is unable to reach the member, the MRO will report the test results to the risk manager within 24 hours of receipt of such results.

9. Section (VI)(A) (1-10), referenced herein, will be produced as an attachment to this procedure. A copy of this section will be provided to each member tested at the time of initial testing. The attachment form will include the name of the MRO and the terms “member” will be changed to “you” or “your” as appropriate for ease of reading and understanding.

B. Within five working days after receipt of a positive confirmed test result from the testing laboratory, the risk manager will inform the member in writing of the positive test result, the consequences of such results, and the options available to the member.

C. Upon request, the risk manager will provide a copy of the test results to the member.

D. Within the same five working days after receiving notice of a positive confirmed test result, the member may submit information to the risk manager explaining or contesting the test results and why the results do not constitute a violation of Sheriff's Office policy.

E. If a member's explanation or challenge of a positive test result is unsatisfactory, the Sheriff or Chief Deputy will give a written response as to why the member's explanation is unsatisfactory.

F. The Sheriff will not discriminate, refuse to hire, discipline, discharge, or request rehabilitation of a member on the sole basis of a positive test result that has not been verified by an independent lab licensed by the Federal Government or an authorized State Agency.

G. The Sheriff's Office will pay the cost of all drug tests, initial and confirmation, which are required of the members.

H. A member will pay the costs of any additional drug tests not required by the Sheriff's Office.

GLOSSARY:

APPLICANT - A person who has applied for any position with the St. Lucie County Sheriff's Office and has a conditional offer of employment subject to successfully passing a drug test.

CONFIRMATION TEST - A second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test is different in scientific principle from the initial test. The confirmation method will be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

DRUG - Amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, alcohol, steroids; or a metabolite of any of the substances listed herein to include all substances covered by Florida Statutes under the Controlled Substances laws defined within Florida Statutes.

DRUG TEST - Any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

EMPLOYEE ASSISTANCE PROGRAM - An established program for employees' assessment, counseling, and possible referral to a substance rehabilitation program.

MEMBERS - All sworn personnel appointed or employed by the St. Lucie County Sheriff's Office.

REASONABLE SUSPICION -An apparent state of facts and/or circumstances found to exist, which would lead a reasonable, intelligent, and prudent person to believe a

person was, or may be, under the influence or using a controlled substance or any drug or steroid prohibited by this general order. Among other things, such facts and inferences may be based upon any of the following:

- A. Observable phenomena while at work, such as direct observation of drug use or physical symptoms or manifestations of being under the influence of a drug.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- C. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
- D. Information that a member has tampered with a drug test during their employment with the Sheriff's Office.
- E. Information that a member has caused, or contributed to, an accident while at work.
- F. Information that an employee has used, possessed, sold, solicited, or transferred drugs while on or off duty.

SPECIMEN - Tissue, hair, or product of the body capable of revealing the presence of drugs or their metabolites.

SUPERVISOR - Both sworn and civilian members assigned to a position having day-to-day responsibility for supervising subordinates or responsible for commanding a work element.

SWORN MEMBERS - All Law Enforcement members certified of any rank or function who perform regular duties pursuant to the certification discipline.

ARTICLE 11

OUTSIDE EMPLOYMENT

Section 1 – Law enforcement Related Off-Duty Details

A. Deputies who wish to engage in public or private sworn off-duty details will adhere to the following:

1. Deputies will request a login and password to the PowerDetails software from the respective division administrator.
2. Deputies will log into PowerDetails to view and/or select available details.
3. Once a deputy applies for a detail in PowerDetails, it is that deputy's responsibility to work the detail.
4. Cancellations will be requested in the PowerDetails program by the deputy working the detail. The detail will automatically be made available; however, the original deputy assigned is not relieved from the detail unless another deputy signs up for it.
5. After working an off-duty detail, deputies must login to PowerDetails to complete the billing process.
6. Deputy details will be made available to deputies only until the detail is listed as "open unrestricted" at which time anyone can sign up for the detail.

B. Deputies who wish to sign up for off-duty details must be current with their annual in-service training.

C. Deputies who have been injured or who have been placed on "light duty status," workers compensation, disability, on FMLA leave, or administrative leave will not engage in off-duty details.

D. Deputies who have been on suspension or relieved of duties will not engage in off-duty details.

E. Deputies will not jeopardize physical or mental health and will provide for not less than eight (8) hours of rest within each twenty-four (24) hour period. It will be the responsibility of the deputy's immediate supervisor to monitor the amount of hours worked per week to ensure the deputy's effectiveness.

Section 2 – Responsibilities Regarding Off-Duty Details:

A. Deputies working off-duty details will maintain the same standards of personal appearance, conduct and performance as if they were on regular duty.

B. Deputies accepting off-duty details will be responsible for prompt reporting and for full and faithful performance of all authorized assignments.

1. While working a detail, if the occasion arises for a deputy to make an in custody arrest, he/she will be responsible for all necessary forms, reports, etc. in conjunction with the arrest.

2. A zone car will not replace the deputy at the detail in the event of an arrest. However, this deputy may request the Patrol Operations Division to transport the prisoner.

3. If a significant occurrence originates at the details site which would require additional law enforcement assistance, the on-duty patrol supervisor may approve a zone car to respond and handle the call.

C. Deputies accepting off-duty details who fail to report and/or perform assigned duties may be suspended from any further off-duty details and subject to disciplinary action unless:

1. Sufficient notice of twenty-four (24) hours given to allow assignment of another deputy.

2. A legitimate emergency, verified by a supervisor, prevented the deputy from working the detail.

3. Any deputy intending to cancel his assigned detail will be required to find a certified replacement to fill the detail and will be held responsible for the detail unless a suitable replacement has been verified with the division commander.

D. A deputy who trades or obtains a substitute for an off-duty detail must utilize the cancellation system within PowerDetails. Failure to utilize PowerDetails for this purpose will leave the original assigned deputy responsible for the detail and subject to disciplinary action if the substitute deputy fails to report for duty.

E. The assignment of off-duty details are on a first come, first serve basis, and is strictly voluntary on the part of the deputy. However, a deputy is obligated to work the detail he/she has signed for at the appointed hour.

F. Discipline for Tardiness or Missing Off-Duty Details:

1. Deputies who are tardy to the off-duty detail will receive a reprimand (oral or written).

2. Deputies who miss an off-duty detail will be subject to the following progressive discipline schedule:

- a. First offense - Oral reprimand and ninety (90) days loss of off-duty details.
- b. Second offense - Written reprimand and one-hundred eighty (180) days loss of off-duty details.
- c. Third offense - Suspension from one (1) to three (3) days and one (1) year loss of off-duty details.

3. Progressive discipline will take effect should an additional offense occur within two (2) years of previous offenses.

G. Use of Sheriff's office uniforms, equipment, and vehicles will be permitted.

Section 3 – Control and Inspection of Off-Duty Detail Work Assignments:

A. A minimum number of deputies, as determined by the Sheriff's Office, per number of attendees at an event are required for safety reasons.

B. Requests for the assignment of five (5) or more deputies will require the assignment of an off-duty supervisor.

1. One (1) sergeant will be required for each group of five (5) to ten (10) deputies.

2. Two (2) sergeants will be required for groups of eleven (11) to twenty-one (21) deputies; one (1) lieutenant and two (2) sergeants for twenty-two (22) to thirty (30) deputies, etc. further assignments are to be determined by the division commander.

C. Deputies working off-duty details will be subject to inspection by supervisors and staff officers of the Sheriff's Office. Violations of Rules and Regulations or General Orders will be cause for suspension from any further off-duty details and/or disciplinary action.

Section 4 – Cancellation of Off-Duty Details:

A. The Sheriff's Office reserves the right to cancel off-duty details without notice and to recall deputies for official duty when necessary for community safety.

B. The Sheriff, or designee, may revoke any detail that is determined to be a conflict of interest or creates a liability to the Sheriff's Office. Revocation may be in written or oral form.

Section 5 – Payment and Injury/Disability Benefits:

A. Payments:

1. Contractors will be responsible to pay the Sheriff's Office in advance for off-duty deputy services, unless otherwise authorized by the Sheriff, or designee.
2. Deputies will receive a minimum fee of three (3) hours pay for any work detail of less than three (3) hours duration.
3. If the contractor cancels the request for a detail, there will be no charge for said cancellation unless insufficient time is allowed to contact the deputies assigned. In the event deputies arrive for a detail, a cancellation charge of three (3) hours per deputy will apply.
4. Contractors may be responsible for paying deputies for additional hours worked (up to 3 hours) resulting from, or made necessary by the off-duty detail such as, but not limited to, arrest, prisoner booking, and report writing.
5. Deputies will only receive payment from the Sheriff's Office unless otherwise authorized by the Sheriff, or designee.
6. The decision to post a last minute detail as "cash" will be on a case by case basis and must be approved by the appropriate division commander.

B. Off-Duty work Injury/Disability Benefits:

Deputies will be deemed to be acting within the course and scope of their official duties while fulfilling details assignments and are eligible for on-duty injury benefits and Florida Retirement System disability benefits regardless of scheduled work hours or pay status.

Section 6 – Prohibited Employment

Employees may not participate in activities specifically prohibited by law or official policy of the Sheriff's office, including the following:

- A. Employment involving the sale or distribution of alcoholic beverages.
- B. Employment involving bail bond agencies.
- C. Investigative work for attorneys, insurance companies, collection agencies, or security firms. Employment as private watchmen, private guards, or private store detectives other than uniformed law enforcement related employment.
- D. Any other employment which adversely affects the performance of official duties, or which creates a conflict of interest in violation of Florida law (i.e., sale of burglar alarms, etc.).

ARTICLE 12

INTERNAL INVESTIGATIONS

It is the policy of the Sheriff's Office to investigate all complaints against the agency and its members. This policy will be carried out in a manner that ensures prompt corrective action when Sheriff's office members conduct themselves improperly. Citizen complaints are frequently based upon misunderstanding of laws or procedures. When possible, they should be resolved during the initial contact by demonstrating a sincere desire to hear and understand the problem and conveying appropriate information to the complainant.

Section 1 – General Investigative Process:

- A. As an integral part of the administrative control process, the Internal Affairs Unit coordinates and exercises staff supervision on behalf of the Sheriff over matters involving Sheriff's Office members who receive a complaint of misconduct. The Internal Affairs Unit may also conduct other investigations as required by the Sheriff. However, the Internal Affairs Unit will not conduct criminal investigations against bargaining unit members.
- B. The Internal Affairs Unit will ensure that any allegation made against a member of the Sheriff's Office is thoroughly and objectively investigated.
- C. Administrative investigations will be conducted in conformance with Florida law and current policies and procedures of the Sheriff's Office.
- D. Once a complaint has been filed and an investigation has been initiated, the subject of the investigation will be notified in writing by the Internal Affairs Unit (FCN 002). The nature of the allegations(s) and the name of the complainant will be provided

to the subject of the investigation. The subject will be provided, in writing, their rights and responsibilities relative to the investigation. In cases where advanced notification would jeopardize the investigation, the notification may be given immediately prior to the interview of the subject.

E. Members shall not be ordered to submit to a line up, voice prints, polygraph and hand writing exemplars.

F. Members may volunteer to take a polygraph administered by the Sheriff's Office, however, the bargaining unit members shall not be requested to volunteer for such test.

G. In cases where the Sheriff determines that (1) the employee's absence from the work location is essential to the investigation and (2) the employee should not be reassigned to other duties pending completion of the investigation, the employee shall be placed on Administrative Leave with pay. The Sheriff shall make every effort to complete the investigation within forty-five (45) days during any Administrative Leave status.

H. If a member is arrested for, or charged with, a felony or misdemeanor, he or she may be suspended without pay during the investigation period and any subsequent administrative appeals. While suspended without pay, the member may use compensatory time or annual leave. Captain or above are authorized to suspend a subordinate without pay under those circumstances upon approval of the Sheriff or designee. If the criminal charge(s) against the member is dismissed and the member is not disciplined as a result of the administrative process, the Sheriff shall restore the employee's pay for the period of suspension or any used compensatory or annual leave time.

- I. Unless an extension is granted by the Chief Deputy, investigations will be completed within 30 days after receipt of the initial complaint. Weekly status reports will be submitted as necessary.
- J. The complainant will be notified in writing of the disposition of the complaint upon conclusion of the investigation. The notification will be documented and maintained in the investigative file.
- K. Members may obtain one copy of his or her disciplinary file without charge.
- L. Administrative investigation files will not be placed in the member's personnel file in the Human Resources Unit.
- M. Citizens alleging member misconduct will be encouraged to complete and sign a Citizen Complaint Affidavit from (FCN 254).
- N. Members under investigation are required to answer all questions related to the performance of their duties. However, no information obtained through the compelled statement may be used in any future criminal prosecution. Questions must be specific and narrowly related to the member's duties or behavior.
- O. Members under investigation will not be subjected to offensive language or threatened with transfer, termination, or disciplinary action.
- P. One of the Following Dispositions Will be Utilized:
 - 1. Sustained;
 - 2. Partially Sustained;
 - 3. Unfounded;
 - 4. Not Sustained (Unsubstantiated);
 - 5. Exonerated:

6. Policy Failure; or
7. Misconduct not based on original complaint.

ARTICLE 13

JURY DUTY

Section 1

Members noticed for jury duty will notify their supervisor immediately and submit a copy of the notice.

Section 2

Full-time members will receive full pay for the period of jury duty absence. Members must remit to the Sheriff's Office any fees received from the Clerk of the Court except payment for personal vehicle mileage.

Section 3

Members on jury duty are expected to work any remaining portion of their regularly scheduled shift as the jury duty schedule permits.

Section 4

Members on jury duty will wear proper civilian attire.

ARTICLE 14

CARE AND MAINTENANCE OF CANINES

Section 1

Bargaining unit members who are assigned canines owned by the SLCSO shall be responsible for the care and maintenance of the dog assigned to them based upon the conditions of the Article. The care and maintenance of the assigned dog shall be reasonable based upon standards established by the Sheriff.

Section 2

The care and maintenance of each canine is in the best interest of the SLCSO. Canine deputies shall be paid an extra forty-five (45) minutes of overtime a day for the dog's routine care and maintenance.

If the member is required to take the canine (dog) to veterinary appointments or certification activities outside of their regularly scheduled shift they shall be compensated for such time worked.

Section 3

The SLCSO shall pay for all canine maintenance expenses including but not limited to:

1. Dog food.
2. Veterinary bills.
3. Harnesses, bite sleeve and other control, safety and training devices.
4. Monthly pest control services of the handler's residence and patrol vehicle.
5. Carpet cleaning of the handler's residence two times per year.

6. If required, boarding of the canine at a professional kennel during the handler's annual leave or other times when the handler is unable to care for the dog. Anytime, such as when the dog is boarded, when the member is not caring for the dog he/she shall not receive the forty-five (45) minutes pay referred to in Section 2 above.
7. Upon request, the Sheriff will provide a canine crate to any handler.

ARTICLE 15

NON-DISCRIMINATION

Section 1

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

Section 2

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

ARTICLE 16

COMPLIANCE WITH RULES AND REGULATIONS

Section 1

All sections of SLCSO's Personnel Rules and Regulations, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Personnel Rules and Regulations and the Agreement, in which case this Agreement shall apply.

Section 2

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

ARTICLE 17

LAYOFFS

Section 1

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

Section 2

In the event of a reduction in force, layoffs shall be determined by the following factors with respect to employees with less than six (6) years service:

1. Employee's performance records;
2. Employee's disciplinary record;
3. Education, training and experience to include certifications.

If relatively equal, seniority will determine which employee is laid off.

Section 3

With respect to employees with six (6) years or more continuous service, strict seniority will be used.

ARTICLE 18

STRIKE PROHIBITION AND WORK REQUIREMENTS

Section 1

The Union will not, under any circumstances or for any reason, call, encourage, authorize, ratify or engage in any strike, slowdown, concerted abuse of sick leave, picketing, or other interruption of work of any kind against SLCSO. The Union will also not engage in such activities in sympathy for or in support of any other employees or union. The Union shall be responsible for any act alleged to constitute a breach of this Article if the Union or any of its authorized officers instigated, authorized, condoned, sanctioned or ratified such action unless the president of the Union immediately disavows such action in writing to the Sheriff.

Section 2

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

Section 3

Any alleged violation of this Article shall be resolved in a court of competent jurisdiction and shall not be subject to the grievance and arbitration procedure under this contract; provided, however, the issue of whether an employee engaged in any prohibited activities, and the level of discipline shall be subject to the grievance procedure of this agreement.

ARTICLE 19

COURT APPEARANCES

Section 1

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

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

Section 2

A bargaining unit member subpoenaed to appear as a witness in a case involving their prior employment with a law enforcement agency will be allowed time off with pay for this purpose if otherwise scheduled to work. Adequate prior notice must be provided by the bargaining unit member.

Section 3

Time off to respond to a subpoena to appear as a witness in a case related to a bargaining unit member's personal affairs will be at the bargaining unit member's own

expense (vacation or approved unpaid leave). Adequate prior notice must be provided by the bargaining unit member to his/her command.

ARTICLE 20

UNIFORMS AND EQUIPMENT

Section 1

All employees shall receive a standard issue of uniforms and uniform accessories and equipment consistent with SLCSO General Orders Manual, and may request replacement of such uniforms as needed. Requests for replacement of uniforms shall be honored in a timely fashion and not unreasonably denied.

Section 2

Detectives in the bargaining unit will be provided a \$75.00 monthly clothing allowance. Detectives who are transferred to a uniformed assignment will no longer be entitled to the monetary clothing allowance.

ARTICLE 21

REPLACEMENT OF PERSONAL PROPERTY

Section 1

An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription eyewear, or such other items of personal property as have been given prior approval by the Sheriff as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed. The employee must file for replacement or reimbursement within five (5) working days of the damage/loss to recover under this Article.

Section 2

Specific Reimbursement Allowances and Approvals.

A. Upon proper documentation by the employee of the amount expended, the Sheriff shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - \$75;
2. Prescription eye wear - \$300 (including any required examination);
3. Personal Handcuffs - \$50;
4. Sunglasses – Of liked kind \$75;
5. Other items – The Sheriff shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear.

B. Such reimbursement shall be with the approval of the Sheriff.

ARTICLE 22
ANNUAL LEAVE

Section 1

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

| Years of Service | Days | Hours |
|-------------------------|-------------|--------------|
| 1 -4 years | 10 days | 80 hours |
| 5-10 years | 15 days | 120 hours |
| 11-20 years | 20 days | 160 hours |
| 21 years | 21 days | 168 hours |
| 22 years | 22 days | 176 hours |
| 23 years | 23 days | 184 hours |
| 24 years | 24 days | 192 hours |
| 25 years | 25 days | 200 hours |

Section 2

Use of Annual Leave for Full-Time Members: Annual leave should be used to provide periodic vacations for members, however, earned annual leave may be used for other purposes when approved. Use of annual leave will not be authorized prior to the time it is earned.

A. The member is eligible to use accrued annual leave after completion of six (6) months employment.

B. Generally, leave may not be taken in increments of more than 120 hours without the Sheriff's or designee's approval. The limitation is imposed in order to properly manage manpower requirements and overtime requirements.

C. Members will schedule their vacations and time off with their supervisors as far in advance as possible. (In cases of a scheduling conflict between two or more members, their respective seniority and performance record will be taken into consideration by the supervisor responsible for resolving the conflict). All annual leave must be approved by the Sheriff.

Section 3

Unused annual Leave for Full-Time Members: Upon resignation or termination, full-time members will be paid for unused annual leave, calculated to the date of separation. Annual leave will be paid at the straight time rate.

A. A maximum of 240 hours of annual leave may be carried over yearly on the member's anniversary hire date.

B. Full-time members participating in the Deferred Retirement Option Program (DROP) can elect to have their accumulated annual leave up to 240 hours paid to them upon entering the DROP. The DROP anniversary date will substitute the anniversary hire date. DROP participants will continue to earn annual leave based on their total years of service during the DROP period. During this period, they are eligible to carry over a maximum of 160 hours on their yearly DROP anniversary date.

1. If 240 hours of annual leave is paid at the time of the DROP, members are not eligible for any additional annual leave payment upon terminating service with the Sheriff's Office.

2. If less than 240 hours of annual leave is paid at the time of the DROP, the member will remain eligible to receive payment for the balance of hours as was accrued and available for payment at the time of the DROP.

C. In the event of the member's death, payment for unused annual leave will be made to the member's beneficiary, estate, or as provided by law. Payment will be at the member's current hourly rate at the time of death.

ARTICLE 23

BULLETIN BOARDS

Section 1

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

Section 2

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

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

Section 3

Copies of all notices to be posted on the bulletin board by the PBA shall be signed and dated by the authorized PBA representative and sent to the Sheriff at least twenty-four (24) hours before posting or less if approved.

ARTICLE 24

DUES CHECKOFF

Section 1 - Deductions

A. During the term of this Agreement, the Sheriff agrees to deduct Association membership dues and other authorized deductions, if any, in an amount established by the Association and certified in writing by the President of the Coastal Florida Police Benevolent Association or his designee from the pay of those employees in the bargaining unit who individually make such request on a written check off authorization form provided by the Association. The Sheriff will make such deductions when other payroll deductions are made and will begin in the first full pay period following receipt of the authorization by the Sheriff.

B. The Association shall advise the Sheriff of any increase in dues in writing at least sixty (60) days prior to its effective date.

C. This Article applies only to the deduction of membership dues and other authorized deductions, if any, and shall not allow the deduction of any Association fines, penalties, or special assessments.

D. The Sheriff shall not provide dues deductions for any other labor organization.

Section 2 - Remittance

Deductions of dues and other authorized deductions, if any, shall be remitted exclusively to the President of the Coastal Florida Police Benevolent Association or his designee, by the Sheriff on a biweekly cycle [twenty-six (26) deductions] along with a list containing the names and social security numbers of the employees for whom the remittance is made and the dates covered in the deduction cycle.

Section 3 - Insufficient Pay for Deduction

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues and any authorized deductions, it will be the responsibility of the Association to collect its dues and authorized deductions for that pay period directly from the employee.

Section 4 - Termination of Deduction

Deductions for Association dues and/or authorized deductions shall continue until either: (A) revoked by the employee by providing the Sheriff and the Association with thirty (30) days written notice that he/she is terminating the prior check off authorization; (B) revoked pursuant to Section 447.507, Florida Statutes; or (C) termination of employment.

Section 5 - Indemnification

The Association shall indemnify, defend and hold the Sheriff, its officers, officials, agents and employees, harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Sheriff, its officials, agents, and employees in complying with this Article. The Association shall promptly refund to the Sheriff any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the Sheriff has agreed to deduct.

Section 6 - Dues Check Off Authorization Form

A. The Dues Check Off Authorization Form or as amended by the Association not inconsistent with the terms of this agreement, shall be the only form used by bargaining

unit employees who wish to initiate dues deduction and shall contain all the information required by the form prior to submission to the Sheriff. Any change in this form will not affect deductions authorized by forms to which the parties have previously agreed.

B. The Sheriff shall not be required to process Dues Check Off Authorization Forms that are: (1) not properly or completely filled out; (2) postdated; or (3) submitted to the Sheriff more than sixty (60) days following the date of the employee's signature.

ARTICLE 25

MEMORANDUM OF UNDERSTANDING/SETTLEMENTS

The Parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit employees to enter into the settlement of grievance disputes or memorandum of understanding with the Sheriff that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

ARTICLE 26

GENERAL ORDERS / STANDARD OPERATING PROCEDURES

It is understood by the parties that any issue not specifically covered by this Agreement may, at the sheriff's discretion, be subject to the Sheriff's General Orders/Standard Operating Procedures. During the course of this Agreement, the Sheriff may, from time to time, modify its General Orders. Where there is a conflict between specific terms of this Agreement or any applicable law, and the Manual, this Collective Bargaining Agreement shall prevail.

ARTICLE 27

VACATION SELECTION

Section 1

Vacations shall be scheduled with due regard for the staffing needs of the agency. Vacation choices for each calendar year shall be drawn by bargaining unit members on the basis of seniority. Vacation selections shall be made in October for the upcoming year and picked by units. When conflicts arise in scheduling vacation leaves, the bargaining unit member with the greatest seniority shall be given the first consideration. The Sheriff and the association understand that there may be times when the needs of the agency will not permit such scheduling.

Section 2

Within individual units/squads the senior employee will select a vacation first and then selections will continue in order of seniority. Once all unit/squad employees have selected a vacation, the process will be repeated for second choice. Thereafter, vacations or days off will be on a first come first serve basis. After the first round selections, second choices must be made within the next five (5) working days. Vacations, selected can only be cancelled with supervisor approval. Employees must have accrued sufficient amount of leave time to cover selections at the time vacations are taken.

ARTICLE 28

ADMINISTRATIVE LEAVE

Section 1

The Sheriff may grant administrative leave with pay as he deems appropriate.

Section 2

Administrative leave without pay will not be granted unless the member has used all accrued annual, personal, and compensatory leave. Approval is required from the member's division commander.

Section 3

Sick leave will not be substituted for leave without pay.

Section 4

Department directors are responsible for notifying the affected member at the time of the placement on leave without pay as well as notification to the Human Resources Unit so the Personnel Action Form can be completed in a timely manner.

Section 5

Leave does not accrue for members on administrative leave without pay.

ARTICLE 29

CREDIT FOR PRIOR SERVICE

Upon satisfactory completion of the probation period, newly appointed members who meet agency criteria for previous full-time employment with another employer may be entitled to receive credit for years of service in determining their accrual rate for annual and sick leave. New members may transfer a maximum of one hundred twenty (120) hours of accrued sick time and up to five (5) years of service time.

Section 1

Criteria: Members meeting the following listed criteria will receive credit for previously earned sick leave and years of service:

- A. Member's previous agency must be a member of the Florida Retirement System;
- B. Member's break-in-service must not be more than one (1) calendar month or thirty (30) days, whichever is greater; and
- C. The member must not have received compensation for any unused sick leave from the previous employer upon separation.

Section 2

Application: During the new hire orientation, the Human Resources Unit will determine if a new hire satisfies the criteria to receive credit for prior service and confirm that they would like to apply. Credit will not be authorized until the information is verified and will take effect upon completion of the member's probationary period.

Section 3

If Human Resources find that a member is ineligible to receive credit for prior service and the member disagrees with the findings, the member will submit a

grievance memorandum to the Chief Deputy to contest the decision. The Chief Deputy will make the final determination.

Section 4

Transfer of previous sick leave will be based upon the Sheriff's Office accrual rates for sick leave.

Section 5

Annual leave is not transferable from the member's prior employing agency. Credit for years of service may be recognized for accruing future annual leave with the Sheriff's Office.

Section 6

Upon approval of the Sheriff and satisfactory completion of the probation period, the member's sick leave balance and annual leave accrual will be adjusted.

ARTICLE 30

BEREAVEMENT LEAVE

A member may be granted bereavement leave up to three (3) days in state and five (5) days out of state for the death of an immediate family member to attend the funeral and take care of family-related issues. Immediate family is defined as spouse, children, mother, father, sister, brother, grandparents, mother-in-law, and father-in-law, or as authorized by the Sheriff.

ARTICLE 31

NON-LAW ENFORCEMENT RELATED OFF-DUTY WORK

Section 1

Any member desiring to engage in outside employment must obtain written approval from the Sheriff prior to entering into such employment.

Section 2

The member will always be subject to emergency recall to duty with the Sheriff's Office. Members are responsible for providing telephone numbers or other means of reaching them in case of an emergency recall.

Section 3

Members will not work off-duty jobs when on "On-Call" status.

Section 4

Members will not jeopardize physical or mental health and will provide for not less than eight (8) hours of rest within each twenty-four (24) hour period.

Section 5

The member will notify the Sheriff, in writing, via the chain of command when such employment is terminated.

ARTICLE 32

LEAVE OF ABSENCE (LOA)

Section 1

A leave of absence can only be approved or denied by the Sheriff or designee. The member's request for leave must be submitted in memorandum form via the chain of command to the Sheriff explaining the necessity and dates of expected absence. The member's division commander will submit a recommendation with the request. The Sheriff's decision is binding and not subject to appeal.

Section 2

LOA will be approved for emergency situations beyond the control of the member. Physical injury, impairment, illness, or other medical conditions which prohibit the member from performing assigned duties may be grounds for approval of a LOA request.

Section 3

LOA for medical reasons, other than for disability or FMLA, must be supported by documentation in the form of a letter to the Sheriff's Office from a certified physician. The documentation must describe the member's medical condition and explain the need for the member's absence from work. A note indicating that the member is under the care of a physician is not sufficient documentation to support a LOA request.

Section 4

LOA becomes effective once the member has exhausted all accrued personal, annual, sick and compensatory leave.

Section 5

A complete medical, including drug screen and psychological examination, may be required before the member is permitted to return to duty. If a member does not return to work for a period of three (3) working days after the anticipated date of return or does not contact the Sheriff's Office to request an extension, it will be deemed the member has abandoned the position and resigned. The request for a LOA extension is subject to the same criteria as noted in this section. The initial Leave of Absence and/or the Initial Leave of Absence with extension must not exceed 2,080 working hours. The Sheriff may rescind the appointment of a member who is unable to perform the essential functions of his/her position within 2,080 working hours of the initial leave date. The member may reapply for a position with the St. Lucie Sheriff's Office provided the member is qualified to perform the essential job functions of the position.

Section 6

Members granted an approved LOA must complete the required resignation procedure in order to collect their last pay check. All issued equipment must be returned to the Sheriff's Office.

ARTICLE 33

GENERAL PROVISIONS

Section 1

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

Section 2

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

Section 3

The assignment or reassignment within the bargaining unit of an employee on a temporary or permanent basis shall remain the prerogative of the Sheriff and the exercise of this right is not subject to the provisions of Article 38. With respect to temporary assignments (21 working days or less) the department will give as much notice as possible. With respect to permanent reassignments, the department shall give at least 5 working days notice unless the parties agree to lesser notice. Assignment or reassignment shall not be for the purpose of avoiding overtime in any given work week.

Section 4

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

ARTICLE 34

TOTALITY OF AGREEMENT

Section 1

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

Section 2

The Sheriff and the PBA, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. The Sheriff agrees to meet with the Union on substantive issues with thirty (30) days notice.

Section 3

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

ARTICLE 35

SAVINGS CLAUSE

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

ARTICLE 36

MATERNITY LEAVE

Maternity leave will be granted for up to six (6) months without pay to pregnant members. Accrued sick, annual, and compensatory leave may be used prior to requesting maternity leave.

Maternity leave will commence on the date determined by the member in consultation with her doctor following notification to the Sheriffs Office in writing.

The member may continue to work provided she is not in physical danger and her work performance is satisfactory.

During any portion of the maternity leave that is paid leave, the member is entitled to accumulate all benefits granted under other leave.

The member on unpaid maternity leave may continue her group insurance for a period of six (6) months with payment of the total group insurance cost.

Upon returning from maternity leave, the member will return to her job or equivalent position with equivalent pay without loss of benefits.

ARTICLE 37
CALL BACK PAY

Section 1

Employees who have left the work place and who are ordered or otherwise directed to physically return to work more than one hour after completing their scheduled shifts shall be paid a minimum of two (2) hours. Employees physically called back to work less than one hour after completing their scheduled shifts shall be paid for all time commencing from the completion of their previously completed shift. This section shall also apply when an employee is required to provide a statement to an investigative unit at a time which begins more than two (2) hours before his/her scheduled shift or more than one (1) hour after his/her scheduled shift is completed.

Section 2

This provision shall not apply in those instances when the call-back time commences two (2) hours or less prior to, or runs continuously with, the employees regular shift or where the employee is physically called back to work to correct his/her own error or omission which cannot wait until the employee's next shift. In such instances, the employee shall be compensated for such time worked at the appropriate rate.

ARTICLE 38

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

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

Section 2

For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of some express provision(s) of this Agreement which is subject to the Grievance Procedure. It is expressly understood that discipline may only be grieved under the Career Service Law. An employee who is suspended for five (5) days or less shall have the right to grieve such suspension under the procedure set forth in General Order 14.01, III, which entitles the employee to grieve the suspension up to the Chief Deputy/Sheriff.

Section 3

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

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

Section 4

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

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

Section 5

Grievances shall be processed in accordance with the following procedures:

STEP 1: The grievant or PBA shall present in writing his/her grievance to the employee's immediate supervisor within ten (10) calendar days of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall reach a decision and communicate in writing to the grievant within ten (10) calendar

days from the date the grievance was presented to him/her. Failure of the supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

STEP 2: If the grievance is not settled at the first step, the grievant or PBA within ten (10) calendar days of the answer in Step 1, or if no answer was received under Step 1, within ten (10) days of the date the answer was due, may appeal the grievance to the appropriate Captain. The Captain or designee may investigate the alleged grievance and may, within ten (10) calendar days of receipt of the written grievance, conduct a meeting between the Captain, other Sheriff's representatives as necessary, the grievant and the grievant's Union representative. The Captain shall notify the aggrieved employee of a decision no later than ten (10) calendar days following the submission of the grievance at Step 2. Failure of the Captain to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3.

STEP 3: If the grievance is not settled in Step 2, the grievant or PBA within ten (10) calendar days of the answer in Step 2, or if no answer was received under Step 2, within ten (10) calendar days of the date the answer was due, may appeal the Step 2 answer to the Sheriff. The Sheriff or designee may investigate the grievance as appropriate and may, within ten (10) calendar days of receipt of the written grievance, conduct a hearing or meeting between the Sheriff, other SLCSO representatives as needed, the grievant and the grievant's Union representative. The Sheriff shall notify the grievant in writing of a decision not later than ten (10) calendar days following the submission of the grievance at Step 3. Failure of the Sheriff to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 4.

STEP 4: If a grievance has not been satisfactorily resolved within the grievance procedures, the PBA may, within five (5) calendar days after the response is received at Step 3 of the Grievance Procedure, request a panel of seven arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). A copy of the written request will be provided to the Sheriff who will be referred to as the SLCSO representative on the request form.

Section 6

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

Section 7

The following general rules are applicable to this Article:

- A. The PBA may abandon or settle a grievance. Grievances settled under this Article shall be non-precedent setting and cannot be offered as evidence or precedent in any subsequent arbitration case, unless the Union and the Sheriff mutually agree in writing that the grievance is precedent setting.
- B. No grievance can be amended or supplemented after the initial management response at Step 1 without the written consent of the Sheriff.
- C. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.

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

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

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

G. Unless the parties agree in writing to the contrary, only one grievance may be submitted to an arbitrator at any one hearing.

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

Section 8

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

Section 9

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

Section 10

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

ARTICLE 39

HOLIDAYS

Section 1

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

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

Section 2

Bargaining unit members scheduled to work and who are directed to work on a designated holiday shall be paid at the bargaining unit member's regular rate of pay for all hours worked on the holiday and shall receive eight (8) hours of holiday pay at the regular rate of pay.

Section 3

Bargaining unit members not normally scheduled to work, but who work on a designated holiday, shall receive the bargaining unit member's regular rate of pay for all hours worked on the holiday, plus eight (8) hours of holiday pay at the regular rate of pay.

Section 4

When a holiday falls on a bargaining unit member's regularly scheduled day off, he/she shall receive eight (8) hours holiday pay at the regular rate of pay.

Section 5

Bargaining unit members shall receive two (2) floating holidays (Personal Days) during each fiscal year of this Agreement. The member may submit pursuant to SLCSO procedures a request to take the day off and still receive his/her normal rate of pay for the day.

Section 6

An employee must work all normally scheduled hours on the last scheduled day immediately preceding a holiday and on the next scheduled work day immediately following the holiday in order to receive holiday pay.

ARTICLE 40

BASIC WORKWEEK AND OVERTIME

Section 1

The hours of work and the shifts currently being utilized will remain in effect following the ratification of this Agreement. The Sheriff's Office will comply with the requirements of the Fair Labor Standards Act. If the Sheriff desires to modify shifts and/or hours of work he will do so only after consultation with the Association.

Section 2

Compensatory time is time earned at the same rate the employee would receive if he/she were being paid i.e., if pay would be at the overtime rate then compensatory time is accrued at time and one half time; if pay would be straight time, then compensatory time, in lieu of pay, is accrued at straight time. The choice of compensatory time or overtime pay shall be at the bargaining unit member's option. Accrued unused compensatory time off may not exceed one hundred and twenty (120) converted hours. Upon separation from St. Lucie County Sheriff's Office, the bargaining unit member shall be paid for all approved accrued, unused compensatory time at the bargaining unit member's then existing rate. Once the one hundred and twenty (120) converted hours compensatory time maximum accrual has been reached, bargaining unit members required to work overtime shall be paid overtime at the rate of one and one-half times their regular rate of pay. Time worked outside of an employee's regular Division cannot be earned as compensatory time.

Section 3

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

Section 4

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

Section 5

Only hours that are actually worked are counted in computing overtime, with the exception of annual leave. Pre-approved annual leave will be counted for the purpose of overtime computation.

Section 6

Employees of this bargaining unit shall be permitted to work overtime at the inmate facility upon their request and operational needs.

ARTICLE 41

SICK LEAVE

Section 1

Bargaining unit members shall accrue sick leave at the rate of eight (8) hours for every full calendar month worked. There shall be no limit as to the amount of sick leave that members can accrue. Sick leave will not be authorized prior to being earned. Members terminating employment after the first day of the month will not accrue sick leave for that month.

Section 2

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

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

C. Sick leave will be authorized for recovery from illness, injury or exposure to a contagious disease. Additional purposes for sick leave include:

1. Medical or dental appointments that can only be arranged during working hours.

A member is permitted up to one and a half hours per month of excused leave for doctor appointments.

2. Illness or injury of an immediate family member.

3. The member will not be charged sick leave in the event an observed holiday occurs while the member is on sick leave. Members on annual leave who become sick or injured may use sick leave instead of annual leave if the absence required hospitalization.

4. A Division Commander or above may deny sick leave if there is a pattern of abuse. In this case, time will be deducted from annual leave, compensatory leave, or the member's salary at the discretion of the Department Director.

Section 3

Required Documentation: Notification of absence will be given to the member's supervisor by the member or immediate family as soon as possible. Except in cases when the occurrence prevents doing so, notification will be no later than two (2) hours prior to the member's scheduled reporting time. The member's supervisor will document the call on the Notice of Leave form (FCN 010).

A. The Sheriff or designee may require medical certification during a member's extended absence prior to granting additional sick leave.

B. A member out of work for a duration of more than seven (7) calendar days due to medical reasons must obtain a physician's release to full duty prior to resuming their assigned responsibilities.

1. The release must be presented to the Employee Benefits Coordinator in the Human Resource Unit, unless the leave was related to a worker's compensation injury; in which case the release must be presented to the Risk Manager.

2. Upon receipt of physician's release to full duty, the Employee Benefits Coordinator or Risk Manager will prepare a memorandum notifying the member's immediate supervisor of the member's availability to return to work.

Section 4

The Sheriff may rescind the appointment of a member who is unable to perform the essential function of his/her position due to an illness or injury within 2,080 hours of said illness or injury. The member may reapply for another position with the St. Lucie County Sheriff's Office provided the member is qualified to perform the essential functions of the position.

Section 5

Incentive Leave: Members employed with the Sheriff's office for a minimum period of two (2) consecutive years who have accrued sick leave will be entitled to incentive leave. Incentive leave is limited to ten (10) days per year and will be deducted from the member's available sick leave upon use.

A. The following table outlines the accrual of incentive leave:

| | | | |
|-----------|------------------------|------------|-------------------------|
| 120 hours | 1 incentive leave day | 720 hours | 6 incentive leave days |
| 240 hours | 2 incentive leave days | 840 hours | 7 incentive leave days |
| 360 hours | 3 incentive leave days | 960 hours | 8 incentive leave days |
| 480 hours | 4 incentive leave days | 1080 hours | 9 incentive leave days |
| 600 hours | 5 incentive leave days | 1200 hours | 10 incentive leave days |

B. For payroll purposes, an incentive leave day is eight (8) hours and can only be taken in eight (8) hour increments to be deducted from the member's sick leave once taken.

C. Incentive leave will be calculated annually at the end of the month of the member's anniversary date. Members will be notified of earned incentive leave on the payroll following the month of their anniversary date.

D. Members may receive pay in lieu of incentive leave. The member's request must be in memorandum form to the Director of Finance. Any request for sick leave incentive payment must be received in the payroll office no later than (five) 5 working days prior to the end of the month payday. If the incentive leave is available, the member's incentive pay will be paid at the end of the month that their request was received. The hour's equivalent to pay received will be deducted from the member's sick leave.

E. All payments for sick leave incentive will be issued to the member in a separate check with the end of the month payroll.

Section 6

Payment Upon Separation: Upon condition of death, retirement (immediate or deferred), or voluntary separation for non-disciplinary matters, payment of unused sick leave to the member or assigned beneficiary will be allows:

A. A non-probationary member vested with a minimum of six (6) years of creditable service under the Florida Retirement System (FRS) and six (6) continuous years of service at St. Lucie county Sheriff's Office may be paid at the member's hourly rate for earned and unused sick leave not exceeding 480 hours.

B. A non-probationary member vested with a minimum of six (6) years of creditable service under FRS, but less than six (6) continuous years with the St. Lucie county Sheriff's Office, may be paid at the member's hourly rate for earned and unused sick leave not exceeding 240 hours.

C. A member with less than six (6) years creditable service under FRS forfeits unused sick leave upon separation.

D. A non-probationary member with a minimum of ten (10) years of creditable service under FRS, will increase in gradual increments of forty (40) hours each year after ten (10) or more years up to a maximum of seven hundred twenty (720) hours to be paid at the member's hourly rate. This payment shall not be considered in any state retirement system as salary payments, and shall not be used in determining the average final compensation of an employee on any state administered retirement system.

Section 7

There shall be a sick leave pool in accordance with the Sheriff's Office General Orders which may from time to time be modified by the Sheriff.

Section 8 Standard of Absence:

A. Above Standard – Zero (0) to one (1) sick leave absences within twelve (12) consecutive months.

B. Standard – Two (2) to four (4) separate sick leave absences within twelve (12) consecutive months.

C. Below Standard – Five (5) or more separate sick leave absences within twelve (12) consecutive months, or sick leave hours taken by member exceed the number of hours accrued.

D. Doctor appoints will not be used to determine standard of absence unless the total leave exceeds eighteen (18) hours within twelve (12) consecutive months. It is the responsibility of the member's supervisor or track time used for doctor appointments.

ARTICLE 42

WAGES

Section 1

A. Effective the date of ratification of this contract, all unit members shall receive salaries in accordance with the Salary Step Plan as provided in Appendix, column 2006/2007. Unit members shall be placed in a step in the Salary Step Plan according to their current assignment on previous salary matrix. For example, a unit member on the current step matrix at Step 4 would be placed on the 2006/2007 Salary Step Plan at Step 4.

B. Effective October 1, 2007, unit members shall receive salaries in accordance with the Salary Step Plan as provided in Appendix, column 2007/2008. Unit members shall increase one step from the previous 2006/2007 Salary Step Plan. For example, a unit member on the current 2006/2007 Salary Step Plan at Step 4 would be placed on the 2007/2008 Salary Step Plan at Step 5.

C. All future salary increases and longevity bonuses will depend on funding.

D. It is understood that the Salary Step Plan will be discontinued on the expiration date of the contract.

Section 2

A. Effective October 1, 2007, unit members shall receive a lump sum (not included in base rate) longevity bonus based on their current salary step each year on their anniversary date in accordance with the following:

1. 10 years of service to 14 years of service = 1% bonus
2. 15 years of service to 19 years of service = 2% bonus
3. 20 years of service to 24 years of service = 3% bonus
4. 25 years of service to 29 years of service = 4% bonus

5. 30 years of service or more = 5% bonus

B. Unit members will receive their longevity bonus based upon their continuous service years with the St. Lucie County Sheriff's Office. Prior experience will not be counted for service years.

Section 3

Bargaining unit members required to be on call shall receive \$5.00 per day, when they are assigned to on call status. The St. Lucie County Sheriff's Office shall designate which positions are eligible for on call pay.

Section 4

Bargaining unit members assigned as an "Acting Sergeant" for any full shift will receive additional compensation of five (5%) percent.

Section 5

Bargaining unit members assigned to the Aviation Unit shall receive an additional \$4,500.00 added to their annual base salary.

Section 6

Bargaining unit members that achieve Master Deputy Status shall receive an additional \$1,020.00 added to their annual base salary.

ARTICLE 43

HEALTH INSURANCE

Section 1

A. For the budget year October 1, 2006 to September 30, 2007, bargaining unit members will have no change in cost for health insurance.

B. For the budget year October 1, 2007 to September 30, 2008, bargaining unit members will pay fifty (\$50.00) dollars per month (\$25.00 by-monthly) for single health insurance coverage and one hundred (\$100.00) dollars per month (\$50.00 by-monthly) for family health insurance coverage.

C. For the budget year October 1, 2008 to September 30, 2009, the Sheriff and the association agree to have a reopener to negotiate the cost of health insurance to bargaining unit members.

Section 2

Upon retirement, bargaining unit members with twenty-five (25) years of continuous service with the St. Lucie County Sheriff's Office will have their health insurance coverage (single rate) paid by the Sheriff's Office.

Section 3

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

ARTICLE 44

DURATION

This Agreement becomes effective October 1, 2006, and shall continue for a term of three (3) years through September 30, 2009. There shall be a reopener for third year of the Agreement (October 1, 2008 – September 30, 2009) with respect to Wages and Insurance. No other articles will be reopened without mutual written consent. The parties will commence bargaining with respect to the reopeners no later than March 1, 2008.

Dated: _____

St. Lucie County Sheriff's Office

Coastal Florida Police
Benevolent Association, Inc.

Sheriff Ken J. Mascara

Rich Clements
Staff Representative

Nate Ingram
Executive Director

Derrick Peterson

Jonathan Horowitz

APPENDIX A

BARGAINING UNIT CLASSIFICATION

INCLUDED: All sworn full-time law enforcement personnel employed by the St. Lucie County Sheriff's Office assigned to the law enforcement and administration departments in the classification of Deputy Sheriff.

APPENDIX B

WAGE MATRIX

| Step | 06-07 | 07-08 |
|-------------|--------------|--------------|
| 1 | 34,600 | 36,500 |
| 2 | 36,545 | 38,500 |
| 3 | 38,490 | 40,500 |
| 4 | 40,435 | 42,500 |
| 5 | 42,380 | 44,500 |
| 6 | 44,325 | 46,850 |
| 7 | 46,270 | 49,200 |
| 8 | 48,215 | 51,550 |
| 9 | 50,160 | 53,900 |
| 10 | 52,105 | 56,250 |
| 11 | 54,050 | 58,600 |
| 12 | 56,000 | 60,950 |