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Collective Bargaining Agreement

Between

The Pasco Sheriff's Office

and

the Fraternal Order of Police

Sergeant, Lieutenant and Chief Pilot

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ARTICLE 1

PREAMBLE

This Agreement is entered into between the Pasco Sheriff (hereinafter referred to as the “Sheriff”) and Florida State Lodge Fraternal Order of the Police, (hereinafter referred to as the “FOP”). It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. It is understood that the Sheriff is engaged in furnishing essential public services, which vitally affect the health, safety, comfort and general well being of the public, and both parties thereto recognize the need for continuous and reliable service to the public.

1 **ARTICLE 2**

2 **RECOGNITION**

- 3 A. The Sheriff's Office acknowledges that the Public Employees Relations
4 Commission (hereinafter called "PERC") has certified the FOP as the
5 exclusive collective bargaining agent for the bargaining unit certified by
6 PERC in Certification No. 1581, (April 7, 2006) to include all full-time law
7 enforcement deputies of the Pasco Sheriff's Office (hereinafter called
8 "PSO") in the classifications of sergeant, lieutenant and chief pilot and to
9 exclude all full-time and part-time certified law enforcement deputies of the
10 PSO in the classifications of deputy, corporal, inspector, **captain** major,
11 undersheriff/colonel, sheriff, and all non-sworn employees of the PSO.
- 12 B. Recognition and the terms and conditions of this Agreement will terminate
13 immediately upon the revocation of certification by PERC.
- 14 C. The Sheriff will not be called upon to recognize the FOP as a bargaining
15 agent for any of the PSO's employees other than those included in the
16 certified unit set forth above, in the absence of a new certification by
17 PERC. Clarifications of and amendments to the bargaining unit as defined
18 above shall be by mutual consent of the Sheriff and the FOP, or in the
19 case of a dispute, by determination of PERC.

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ARTICLE 3

MEMBER RIGHTS

- A. All sections of PSO’s General Orders or Bureau Directives, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the General Orders or Bureau Directives and the Agreement, in which case this Agreement shall apply. General Orders and Bureau Directives shall be formulated and implemented by the Sheriff as deemed reasonably necessary for the operation of the PSO. Whenever a General Order or Bureau Directives that impacts a wage, benefit or other term of this Agreement is created, modified or eliminated, the FOP will be given notice prior to implementation.
- B. The Sheriff shall have the right to promulgate any General and Special Orders necessary to maintain current accreditation.
- C. All bargaining unit members shall have the right to inspect their personnel files in accordance with Agency practice. Should an outside entity request inspection of a bargaining unit employee’s personnel file, the bargaining unit member will be notified.

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ARTICLE 4

MANAGEMENT RIGHTS

Unless abridged within this Agreement the employer retains all rights granted by law including the absolute right to assign work subject to the terms and conditions of this Agreement. The Union recognizes that all statutory and inherent managerial rights, prerogatives, and functions are retained and invested exclusively in the Sheriff, except as expressly modified or restricted by a specific provision of this Agreement.

The Union recognizes that the Sheriff has the sole exclusive rights, powers, authority, judgment and discretion, including but not limited to the following:

- (a) To determine the organization of Sheriff's operations.
- (b) To determine the purpose of each of its constituent departments or subdivisions.
- (c) To exercise control and discretion over the organization and efficiency of operations of the Sheriff.
- (d) To set standards of productivity and for the services to be rendered.
- (e) To manage and direct the deputies and appointees of the Sheriff.
- (f) To select appointees, to hire deputies, determine their qualifications, assign and direct their work; to classify, transfer, promote, train, schedule, retain, lay-off and recall deputies.
- (g) To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve deputies and

1 appointees from duties because of lack of work, funds or other
2 legitimate reasons that are not in conflict with this Agreement.

3 (h) To determine the location, methods, means and personnel by
4 which operations are to be conducted.

5 (i) To determine the number of deputies and appointees of the
6 Sheriff's Office.

7 (j) To establish, change, modify, expand, reduce, alter, combine,
8 transfer, assign or cease any job, department, operation, service or
9 project.

10 (k) To establish, change, or modify duties, tasks, responsibilities, or
11 requirements within job descriptions in the interest of efficiency,
12 economy, technological change, or operating requirements.

13 (l) To establish, implement and maintain an effective internal security
14 practice.

15 (m) To set dress code, uniform standards, and to select weapons,
16 safety equipment and vehicles.

17 (n) To set the starting and quitting time and to schedule the number of
18 hours and shifts to be worked.

19 (o) To approve or disapprove time off from work or leave without pay.

20 (p) To use independent contractors to perform work or services; to
21 subcontract, contract out, close down or relocate the Sheriff's
22 operations or portions thereof.

- 1 (q) To control and regulate the use of Sheriff's vehicles, weapons,
2 facilities, equipment, and other property of the Sheriff.
- 3 (r) To establish, change, combine or modify the duties, tasks,
4 responsibilities, or requirements within position descriptions, and
5 policies, rules and regulations of the Sheriff.
- 6 (s) To promulgate and enforce the Sheriff's policies and procedures
7 manual and those policies required to comply with accreditation
8 standards or recommendations.
- 9 (t) To create, abolish, reclassify and/or modify job duties, descriptions
10 or positions.

11 If a civil emergency is declared under State law, the provisions of this
12 Agreement may be suspended by the Sheriff during the time of the declared
13 emergency, provided that the wage rates and monetary fringe benefits shall not
14 be suspended, and grievances may be filed after the emergency over actions
15 taken during the emergency.

16 Neither the Sheriff's exercise of a right, prerogative, or function, hereby
17 reserved to the Sheriff nor the failure to do so shall be considered a waiver of the
18 Sheriff's right to exercise its rights and prerogatives in some other way not in
19 conflict with the express provisions of this Agreement.

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ARTICLE 5

NON-DISCRIMINATION

- A. The Sheriff and the FOP fully recognize that the Sheriff has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing adequate procedures established by the State of Florida and the federal government. Accordingly, it is agreed that allegations of employment discrimination prohibited by this Article shall be processed either through the Sheriff's internal procedure, or in accordance with State or Federal law, and cannot be processed through the contractual grievance procedure.

- B. The Sheriff and the FOP agree that the provisions of this Agreement shall be applied equally to all members in the bargaining unit without regard to Union membership. The Sheriff and the FOP will not discriminate against any member covered by this Agreement because of membership in or legitimate activity on behalf of the members of the FOP. Allegations of a violation of this Section shall be filed with the Public Employees Relations Commission, and not subject to the grievance procedure set forth in this Agreement.

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

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ARTICLE 6

INDEMNIFICATION

In accordance with General Order 22.2, (~~June 1, 2006~~) (November 15th, 2007) the Sheriff agrees to provide bargaining unit members with liability insurance for their acts or omissions leading to personal injury, death or property damage which in turn could lead to legal civil action against them. In all such civil action suits, the member agrees to cooperate fully with the Sheriff's Office and its designated counsel in defense of same.

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ARTICLE 7

PROHIBITION OF STRIKES

- A. Members covered by this Agreement agree that Section 447.505 of the Florida Public Employees Collective Bargaining Statute prohibits them individually or collectively as public employees from participation in a strike against the Sheriff's Office.

- B. 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, unauthorized picketing, or other disruption of work of any kind against the Sheriff. The Union will also not engage in such activities listed above in sympathy for or in support of any other employees or union while on duty. The Union shall be responsible for any act alleged to constitute a breach of this Article if the Union or any of its deputies instigated, authorized, condoned, sanctioned or ratified such action. "Unauthorized Picketing", as used herein, shall mean any action which has the effect of preventing employees from reporting to or continuing to work.

- C. The bargaining unit members will not, under any circumstances or for any reason, call or encourage any strike, slowdown, concerted abuse of sick leave, unauthorized picketing or any other disruption of work. The bargaining unit members will not engage in such activities listed above in sympathy for or in support of any other employees or union while on duty.

1 D. Other than disciplinary action against a member, any alleged violation of
2 this Article shall be resolved in a court of competent jurisdiction and shall
3 not be subject to the grievance and arbitration procedure under this
4 contract.

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ARTICLE 8

DUES DEDUCTION

- A. During the term of this Agreement, the Sheriff agrees to deduct FOP membership dues in an amount established by the FOP and certified in writing to the Sheriff by the President of the FOP from the pay of those members in the bargaining unit who individually make such requests on a written checkoff authorization form provided by the FOP. (Appendix A). Such deductions will be made when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization.
- B. This article applies only to the deduction of membership dues, if any, and shall not apply to the collection of any fines, penalties or assessments.
- C. Deductions for FOP dues shall continue until either:
 - (a) Revoked by the member by providing the Sheriff and the FOP with thirty (30) days written notice that he is terminating the prior checkoff authorization, using the form set forth in this Article.
 - (b) Revoked pursuant to Section 447.507, Florida Statutes;
 - (c) The termination of employment; or
 - (d) The transfer, promotion or demotion of the member out of this bargaining unit.
- D. If these deductions are continued when any of the above situations occur, the FOP shall, upon notice of the error, reimburse the member for the

1 deduction that was improperly withheld. Instructions to stop payment of
2 FOP dues form is set forth in this Article.

3 E. In the event a member's salary earnings within any pay period after
4 deductions for withholding, social security, retirement, health insurance
5 and other priority deductions are not sufficient to cover FOP dues, it will be
6 the responsibility of the FOP to collect its dues for that pay period directly
7 from the member.

8 F. The Sheriff will not be required to process dues checkoff authorization
9 forms that are:

- 10 (i) Incompletely filled out;
- 11 (ii) Post dated; or
- 12 (iii) Submitted to the Sheriff more than sixty (60) days following
13 the date of the member's signature.

14 G. The FOP shall indemnify, defend and hold the Sheriff, its deputies,
15 officials, agents, and members harmless against any claim, demand, suit
16 or liability (monetary or otherwise) and for all legal costs arising from any
17 action taken or not taken by the Sheriff, its officials, agents, and members
18 in complying with this article. The FOP shall promptly refund to the Sheriff
19 any funds received in accordance with this article which are in excess of
20 the amount of dues which the Sheriff has agreed to deduct and the Sheriff
21 shall return the funds to the employee. ~~The appendix entitled termination
22 of deduction should read:~~

1 **Instructions to Stop Payment/Deduction of FOP Dues**

2 I hereby instruct the Sheriff of Pasco County to stop deducting from
3 my paycheck each month the current regular monthly FOP dues. A copy
4 of these instructions has been sent to the FOP in compliance with Florida
5 Statutes.

6

7 _____ Name: _____

8 _____ Address: _____

9 _____ Signature: _____

10 _____ Date: _____

1 **ARTICLE 9**

2 **FOP BUSINESS**

3 **SECTION 1 – FOP Representation**

4 A. FOP Stewards - From employees in the bargaining unit, the FOP shall
5 select up to four (4) FOP stewards who shall be authorized to act on
6 behalf of the FOP. No more than two FOP stewards shall appear with a
7 bargaining unit employee during a grievance meeting at any one time.

8 B. FOP Staff Representatives - FOP Staff Representatives shall be full or
9 part time paid staff representatives of the FOP, and not employees of the
10 PSO.

11 C. The FOP shall annually furnish to the Human Resources Director, and
12 keep up-to-date, a list of the FOP stewards and Staff Representatives.
13 The Sheriff's Office shall have no obligation to recognize individuals who
14 are not on the lists furnished to the Human Resource Director as
15 representatives of the FOP other than FOP designated attorneys. Where
16 FOP representation is requested by an employee, the representative shall
17 be a person on the list provided by the FOP

18 D. The FOP bargaining unit likewise agrees that during the term of this
19 Agreement the FOP bargaining unit and the employees covered
20 hereunder shall deal only with the Sheriff or his/her representative in
21 matters requiring mutual consent or other official action. The FOP
22 bargaining unit agrees that neither the FOP bargaining unit nor the

1 employees hereunder shall seek to involve elected officials other than the
2 Sheriff in the administration of this Agreement.

3 E. Joint business directed by the Sheriff shall not be deducted from the FOP
4 Leave Bank set forth in Section 2 below.

5 **SECTION 2 – Absence for FOP Business**

6 A. The Sheriff's Office shall establish a FOP Leave Bank Program for the
7 purpose of allowing FOP stewards to conduct union business, including,
8 but not limited to, investigating grievances, attending disciplinary and/or
9 grievance meetings, FOP labor meetings and contract negotiations,
10 attending internal affairs investigations on behalf of members, and/or
11 attending official FOP functions, meeting or conferences.

12 B. Bargaining Unit Members who are members of the FOP will be allowed to
13 voluntarily donate to the FOP Leave Bank Program up to a maximum
14 eight (8) hours of vacation leave time, in four (4) hour increments, each
15 fiscal year. Donations may only be made one time per year, in
16 September; provided, however that initial donations may be made by FOP
17 members who are in the bargaining unit upon ratification of this
18 Agreement by both parties, and then every September thereafter during
19 the term of this Agreement. No more than a total of four hundred (400)
20 hours of FOP pool time may be used in any fiscal year. Accrued pool
21 hours shall carry over from year to year not to exceed 400 hours.

1 C. Requests for use of the FOP Leave Bank time shall be authorized by the
2 Sheriff or his designee. The request shall be on PSO form number 10004
3 (June, 2001) and will be forwarded by the FOP to the affected Division
4 Commander via the chain of command at least seven (7) calendar days
5 prior to leave; provided, however, that exceptions to this notice provision
6 may be made in matters pertaining to pre-disciplinary meetings or internal
7 affairs investigations. Leave time off shall only be provided when the
8 efficiency of operations will not be interfered with or impaired. FOP leave
9 time taken by a FOP steward shall not be considered as time worked for
10 purposes of calculating overtime.

11 D. No bargaining unit member shall be discriminated against by the Sheriff or
12 the FOP for his/her participation or nonparticipation in the FOP Leave
13 Bank Program.

14 **Section 3 - Bulletin Boards**

15 A. The Sheriff agrees to furnish in a permanent Sheriff's Office facility to
16 which any bargaining unit employees are assigned, wall space not to
17 exceed 36 x 48 inches for FOP purchased bulletin boards of an equal
18 size. This shall not be in addition to the bulletin board already provided for
19 the deputy/corporal bargaining unit. The FOP bulletin boards must be
20 glass encased and locked. A key to each FOP bulletin board must be
21 furnished to the Sheriff or his designee at each facility where such bulletin
22 boards are maintained. Where the FOP currently maintains bulletin

1 boards, that practice shall continue, except that each such bulletin board
2 must be glass encased and locked.

3 B. The use of FOP bulletin board space is limited to the following notices:

- 4 (1) Recreation and social affairs of the Association,
- 5 (2) FOP meetings,
- 6 (3) Reports of FOP committees,
- 7 (4) FOP benefit programs,
- 8 (5) Current FOP contract,
- 9 (6) Training and educational opportunities,
- 10 (7) Notice and announcement of internal elections, and
- 11 (8) Other materials pertaining to the welfare of FOP members,
12 excluding election campaign materials of any type or kind.

13 C. Notices posted on these bulletin boards shall not contain anything
14 reflecting adversely on the Sheriff's Office, or any of its deputies or
15 employees; nor shall any posted material violate or have the effect of
16 violating any law, rule, or regulation. The Sheriff shall have the right to
17 remove such material, at which time the FOP will be notified. Such
18 removal shall not be subject to the grievance procedure contained in this
19 Agreement.

20 D Notices posted must be dated and bear the name of the FOP's authorized
21 representative.

1 E. Repeat **and documented** violations of these provisions by an FOP
2 authorized representative shall be a basis for removal of bulletin board
3 privileges by the Sheriff. ~~Such removal of privileges shall not be subject to~~
4 ~~the grievance procedure contained in this Agreement.~~

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ARTICLE 10

LABOR-MANAGEMENT COMMITTEE

- A. There shall be a labor-Management Committee consisting of the following FOP and Sheriff Representatives:
- Two (2) representatives designated by the FOP; and
 - Two (2) representatives designated by the Sheriff
 - The Sheriff’s Human Resources Director or his designee.
- B. The Labor-Management Committee shall meet twice per fiscal year at the request of the FOP, or more often only as mutually agreed upon by all Labor Management Committee members. The function of the Committee shall be to discuss general matters pertaining to employee relations and Office operations. The FOP shall furnish to the Sheriff an agenda of items to be discussed at least seven (7) days in advance of the meeting. The FOP representatives attending Committee meetings shall utilize FOP pool time hours for the time spent in such meeting. The committee shall not engage in collective bargaining or the resolution of grievances

1 **ARTICLE 11**

2 **GRIEVANCE AND ARBITRATION PROCEDURE**

3
4
5 1.1 General

- 6
- 7 A. The purpose of this Article is to establish procedures for the fair,
8 expeditious, and orderly adjustment of grievances and is to be used only
9 for the settlement of disputes between the Sheriff and employee, or group
10 of employees, involving the interpretation or application of this Agreement.
- 11 B. A grievance is defined as a claim of a misinterpretation, misapplication or
12 violation of the specific terms of this Agreement. No grievance may be
13 filed that involve multiple events.
- 14 C. A grievance may be submitted under this procedure by one (1) or more
15 aggrieved members or by the Union as a general or class grievance when
16 the matter being grieved involves issues common to the entire bargaining
17 unit. A Union general grievance shall be initially submitted at Step Three
18 within seven (7) calendar days of the occurrence of the matter from which
19 the grievance arose.
- 20 D. A grievance not submitted within the time limits as prescribed for every
21 step shall be considered untimely and shall be forfeited. A grievance not
22 appealed to the next step within the time limits established by this
23 grievance procedure shall be considered either settled on the basis of the
24 last answer provided by Management or that the grievant elected not to
25 proceed any further. A grievance not answered within the limits
26 prescribed for the Sheriff at each step shall entitle the employee or Union

1 to advance the grievance to the next step. The time limits prescribed
2 herein may be extended by mutual Agreement of the Union and Sheriff.

3 E. The requirements in Steps One through Four for written grievances and
4 answers shall not preclude the aggrieved employee, the Union, if
5 applicable, and the Sheriff or his designee from orally discussing and
6 resolving the grievance. Settlement of any grievances shall not constitute
7 a precedent and shall not be considered by any arbitrator in future
8 matters.

9 F. A grievant may be accompanied by a Union representative at any time
10 during the grievance procedure.

11 G. Union representatives who spend time processing grievances pursuant to
12 this Article shall utilize FOP pool time as set forth in this Agreement. Union
13 representatives shall also obtain permission from their immediate
14 supervisor when they are going to be away from their work for any length
15 of time to handle grievances.

16 H. The written grievance, and all steps hereafter, shall contain the following
17 information:

18 • A statement of the grievance, including the date of
19 occurrence, and details, and the facts upon which the
20 grievance is based.

21 • The article (and section as appropriate) of this
22 Agreement alleged to have been violated.

23 • The action, remedy or solution requested by the

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employee.

- The signature of the aggrieved employee, or the Union representative in case of class grievances.
- The date submitted.
- If a class action grievance, the grievance must specifically identify the names of the employees for whom any remedy may be sought in such grievance.

Failure to include any of this information in the grievance shall render the grievance null and void.

1.2 Grievance Procedure

A. Step One - The aggrieved employee, with or without representation, shall have the right to discuss any grievance with his/her second level supervisor within seven (7) calendar days of the occurrence of the event which gave rise to the grievance. The first step shall be informal basis either verbal or written. If the matter is not resolved within seven (7) calendar days, the employee shall have the right to proceed to the next step of the grievance procedure.

B. Step Two – Any grievance which cannot be satisfactorily resolved at Step One, if not already put in writing shall be reduced to writing on the appropriate grievance form Appendix B no later than five (5) calendar days after step one. The written grievance shall be submitted to the appropriate Captain. In the absence of an assigned second level supervisor or Captain the grievance will be submitted at Step Three.

1 The Captain may meet with the grievant within seven (7) calendar days of
2 receipt of the written grievance, to discuss and seek a solution to the
3 grievance. Within seven (7) calendar days after the meeting, the Division
4 Commander shall give his answer in writing to the grievant.

5 C. Step Three - If the grievance is not resolved at Step Two, the aggrieved
6 employee may forward the grievance to the Bureau Commander within
7 seven (7) calendar days after receipt of the prior written answer, or if no
8 answer is received, within seven (7) calendar days the answer was due.
9 Within seven (7) calendar days after receipt of the written appeal, the
10 Bureau Commander may meet with the aggrieved employee and/or the
11 Union representative to discuss and seek a solution to the grievance.
12 Within seven (7) calendar days after this meeting, a written decision shall
13 be given to the grievant or union, whichever is applicable.

14 D. Step Four – If the grievance is not resolved at Step Three, the aggrieved
15 employee may appeal to the Sheriff or his designee, within seven (7)
16 calendar days after the prior written answer. The Sheriff shall meet with
17 the aggrieved employee, and/or the Union representative, and within
18 seven (7) calendar days of receipt of the written appeal to discuss and
19 seek a resolution of the grievance. Within fourteen (14) calendar days a
20 written response shall be given to the grievant or union, whichever is
21 applicable.

22 1.3 Arbitration Referral For Non-Disciplinary Matters

23 A. If a grievance involving non-disciplinary matters is not resolved at Step
24 Four, the Union may, within seven (7) calendar days after receipt of the

1 Step Four written response, submit a written request for arbitration to the
2 Sheriff or his designee. Employees shall not be entitled to arbitrate
3 grievances unless the Union refuses to arbitrate an employee's grievance
4 solely because the employee is not a Union member in which event the
5 employee shall be entitled to arbitrate under the same conditions and
6 financial obligations as the Union.

7 B. Within five (5) calendar days after the date of receipt of the arbitration
8 request, the Union and the Sheriff or his designee shall confer for the
9 purpose of attempting to jointly select an arbitrator.

10 C. If the parties fail to mutually agree upon an arbitrator, within seven (7)
11 calendar days after the date of receipt of the arbitration request, a list of
12 seven (7) qualified neutrals shall be requested from the Federal Mediation
13 and Conciliation Service (FMCS) by the Union. A sub-regional panel shall
14 be requested from the FMCS. Within five (5) calendar days after receipt
15 of the list, the parties shall meet and alternately cross out names on the
16 list, and the remaining name shall be the arbitrator. The party requesting
17 arbitration shall strike first. Either party may reject one panel of arbitrators
18 and request that a second panel be provided.

19 D. The arbitrator shall not have the power to add to, subtract from, modify, or
20 alter the terms of this Agreement, and shall confine his decision solely to
21 the interpretation or application of this Agreement. The arbitrator shall not
22 have authority to determine any issues not submitted to him. The arbitrator

1 shall not award any monetary relief to any employee who has not filed a
2 timely written grievance.

3 E. Subject to applicable law, the decision of the arbitrator shall be final and
4 binding upon the aggrieved employee and/or the Union, and the Sheriff.

5 F. The arbitrator's fees and expenses shall be paid by the non-prevailing
6 party. If the award is split, only then shall the fees and expenses be borne
7 equally by the parties to the arbitration, as determined by the arbitrator.

8 G. Attendance at any arbitration procedure and the compensation of
9 participants or witnesses shall be the responsibility of the party requesting
10 the participants or the witnesses. Either party desiring transcripts of the
11 arbitration hearing shall be responsible for the cost of such transcripts,
12 unless the parties otherwise agree to share this cost. Each party shall be
13 responsible for their own attorney's fees and costs.

14 H. In deciding any grievance resulting in retroactive adjustment, such
15 adjustment shall be limited to the date of the initial occurrence, which gave
16 rise to the need for adjustment.

17 1.4 Appeal Procedure for Disciplinary Matters.

18
19 For those disciplinary actions defined in the Career Service Act, the matter
20 shall be submitted to the Career Service Appeals Board in accordance with the
21 Career Service Act and the procedures established by the Sheriff. The decision
22 of the Career Service Appeals Board shall be binding upon the FOP and the
23 Sheriff.

24

1 1.5 Limitations

2 Claims of a violation of any law may be subject to the grievance procedure
3 but shall not be subject to arbitration without the written consent of both the
4 Union and the Sheriff.

1 **ARTICLE 12**

2 **DISCIPLINE**

3 ~~All disciplinary actions shall be administered pursuant to PSO Policy.~~
4 ~~Appeal of disciplinary matters shall not be subject to the arbitration provisions set~~
5 ~~forth in Article 11 of this Agreement.~~

6 Section 1. No member who has successfully completed his/her probation
7 period or extended probation period as a Sergeant, Chief Pilot or Lieutenant shall
8 be demoted, suspended or dismissed without just cause. All discipline will be for
9 just cause and consistent with due process. Members have a right to Union
10 representation at any time they believe a meeting may lead to disciplinary action.
11 The Sheriff, the Union, or the member may use any work history material as
12 evidence to support or oppose a suspension or dismissal. "Notwithstanding the
13 above, the union and the sheriff agree that the exclusive appeal of discipline,
14 after Step 4 of the grievance procedure set forth in Article 11 hereof, shall be
15 through appeal to the Pasco County Career Service Appeal Board."

16
17 Section 2. A member may also be issued a non-disciplinary "Performance
18 Observation Report" by his/her Supervisor. Prior to a "Performance Observation
19 Report" being placed in a member's file, the affected member will have the right
20 to confer with a supervisor above the level of the supervisor issuing the proposed
21 "Performance Observation Report". The "Performance Observation Report" will
22 be retained in the member's file.

23

1 Section 3. The Sheriff will continue its current practice of allowing the affected
2 member to give a brief oral statement to an accident review board.

3
4 Section 4. Members will be allowed to substitute accrued vacation time in lieu
5 of suspension time.

6
7 Section 5. "The Sheriff agrees that within 30 days of ratification of this
8 agreement, he shall, in accordance with his authority pursuant to Section 54-33
9 of such ordinance, request that the Pasco County Commission amend Article II
10 of the County's Career Service Ordinance (entitled Sheriff's Office Civil Service)
11 as follows: a)change the definition of appealable disciplinary action contained in
12 section 54-31 to include demotions of one rank or more ; b) to amend section 54-
13 37 to state that the the Sheriff may only take disciplinary action for just cause,
14 and to remove the language of that section referring to promoting the efficiency
15 of the office of Sheriff; and c)to amend Section 54-49 to provide that the time for
16 filing an appeal shall begin either 3 days after notification of the disciplinary
17 action or, in the case of employees covered by a collective bargaining
18 agreement, within 3 days of the final exhaustion of any applicable grievance
19 procedure."

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ARTICLE 13

WORKWEEK AND OVERTIME

- A. The Sheriff or his designee shall establish the workweek, hours of work and schedules best suited to meet the needs of the Sheriff's Office and provide service to the community. The normal work period will consist of eighty-five (85) hours in a fourteen (14) day period. One hour of that time will be considered "Equipment Maintenance" (i.e. cleaning of firearms, vehicles, maintenance of uniforms, etc.). Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week.
- B. All members shall be available at all times for the performance of duties beyond the ordinary or normal work period as may be required.
- C. The work cycle for overtime purposes shall be fourteen (14) consecutive days. Any hours that a member is required to work above eighty-five (85) in the work cycle shall be paid for at time and one half the member's regular hourly rate; provided, however, that the Sheriff reserves the right during the fourteen (14) day cycle to flex out bargaining unit members rather than paying overtime. Only hours actually worked count towards the eighty-five (85) hour threshold for determining eligibility for overtime pay.
- D. Employees who are called out shall be compensated pursuant to Sheriff's Office policy. Exchange of duty time shall be permitted in accordance with Sheriff's Office policy.

1 E. A bargaining unit member who is subpoenaed or otherwise required to
2 appear in Federal, State, County or Circuit Court or at a driver's license
3 hearing as the result of a matter arising out of the course of the member's
4 employment shall receive payment of two (2) hours or the actual time
5 worked, whichever is greater. If an additional appearance is required on
6 the same day, then actual time worked shall be paid for that and any
7 successive appearances. If an appearance occurs immediately preceding
8 or immediately following the member's normally scheduled hours of work,
9 the member is not eligible for the two-hour minimum but will be paid for
10 the time worked and compensated at time and one-half, if applicable. The
11 above referenced policy is also applicable to appearances required by the
12 State Attorney's Office, Public Defender's Office, or when otherwise
13 required or subpoenaed to testify on behalf of the Sheriff's Office.

14 F. Call-outs may be necessary from time to time. A minimum of two (2) hours
15 of actual hours worked will be credited for call-outs.

16 G. Exchange of duty time shall be permitted in accordance with Sheriff's
17 office policy within the Bureaus or Divisions, at the discretion of the
18 Bureau Commanders or Division Commanders, whoever is applicable.
19 Any exchange of duty time must be approved in advance by the
20 appropriate nonunion-represented supervisor(s) impacted by the
21 exchange and shall occur on a shift for shift basis within the same work
22 cycle. An exchange of duty shall not result in a change of pay for either
23 member involved in an exchange.

- 1 H. Special detail or extra detail employment shall be offered in accordance
- 2 with ~~Sheriff's Office policies.~~ **PSO General Order 22.6 (July 31st, 2006).**

1 **ARTICLE 14**

2 **ASSIGNMENTS**

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4
5 A. During the term of this Agreement, shift assignments shall be processed in
6 accordance with PSO General Order 22.3. (October 8th, 2007) A member
7 may be assigned to any duty, shift, facility, or bureau. Related members
8 will be assigned to avoid any conflict of interest and to serve the best
9 interests of the agency.

10 B. Shift bidding for eligible members shall be permitted as follows.
11 Sergeants and Lieutenants assigned to District 1 or District 2 of the
12 Uniform Operations Bureau may bid based on classification seniority for
13 the district, shift and platoon or squad to which they wish to be assigned.
14 ~~The bidding shall occur in months of November and June. The November~~
15 ~~bid will be for the following January through June bid term, and the June~~
16 ~~bid will be for the July through December bid term.~~ Shift bids will be
17 conducted in February and August of each year; with the effective dates of
18 the shifts to start at the beginning of the first pay period in October, and
19 the beginning of the first pay period in April. The shift bidding will be done
20 so that the shift assignments are posted by March 1st (for the April shift
21 assignments) and September 1st (for the October shift assignments).

22 Shift bidding shall otherwise be governed by the procedures set forth in
23 Bureau Directive 610.1. (November 13, 2006)

24 C. ~~In accordance with PSO policy (GO and DATE), vacant positions will be~~
25 ~~posted for read-offs and placed on the Human Resources section of the~~
26 ~~intranet for seven (7) calendar days.~~ Vacant Lieutenant or sergeant

1 positions in specialized units will be posted for read-offs and placed on the
2 Human Resources section of the intranet for seven (7) calendar days prior
3 to being filled.

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ARTICLE 15
LAYOFFS AND RECALL

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

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

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

As between two employees, if one and two above are relatively equal, then classification seniority shall prevail.

C. Recall will be in reverse order of layoffs. No new bargaining unit employees will be hired by PSO until all laid off members of the bargaining unit are offered recall; provided, however, that after twelve months of layoff, an employee's re-employment rights under this Agreement shall cease.

1 **ARTICLE 16**

2 **WORKERS COMPENSATION**

3

4 A. In the event that a bargaining unit member is injured in the line of duty,
5 and is forced to remain out of work, the member shall be entitled to
6 worker's compensation benefits as provided by Florida Law. All on the job
7 injuries shall be reported and investigated in accordance with PSO policy.

8 B. Eligible Members injured in the line of duty who are unable to perform the
9 full functions of their assigned position will be assigned temporary duty
10 until they reach Maximum Medical Improvement (MMI), as determined by
11 their workers compensation physician. A member who reaches MMI, or is
12 no longer eligible for temporary duty, will be offered an opportunity to be
13 assigned to a different position within the agency if one is available within
14 the restrictions composed by their physician. The member's pay rate,
15 benefits, and retirement may have to be adjusted depending on their new
16 assignment.

17 C. Requests for temporary duty assignments involving more than 14 calendar
18 days will be directed to the Human Resource Director (HRD) and made
19 based on the needs of the agency and specific work restrictions.

20 D. The Bureau Commander will assign the member within the bureau if
21 temporary duty involves 14 days or less.

1 **ARTICLE 17**

2 **WAGES**

3
4 A. Effective October 2, 2006, and again on October 2, 2007, all bargaining
5 unit employees shall receive a two and one half percent increase to their
6 base rate of pay.

7 B. During the fiscal year October 1, 2006 to September 30, 2007, and again
8 during the fiscal year October 1, 2007 to September 30, 2008, bargaining
9 unit members who are eligible shall be given a longevity increase of
10 approximately two and one half percent.

11 C. During the term of this Agreement, specialty pay shall be given to
12 bargaining unit employees who are eligible for such pay pursuant to PSO
13 General Order 22.1 (November 15th, 2005)

14 D. During the term of this Agreement, a member who is assigned as a K-9
15 Deputy and who has an assigned canine to care for shall receive thirty
16 (30) minutes per day of pay for such care.

17 E. During the term of this Agreement, bargaining unit members who are
18 assigned to serve in the capacity of an Acting Supervisor for a period of
19 twenty-eight ~~consecutive~~ days or longer shall be compensated an
20 additional ten (10) percent on their base rate of pay for all hours worked in
21 the acting capacity beyond the twenty-eight ~~consecutive~~ days during the
22 fiscal year.

23 F. All future increases, if any, shall be subject to negotiations by the parties.

1 **ARTICLE 18**

2 **MEMBER BENEFITS**

3
4 A. The pension plan for eligible members of this bargaining unit is provided
5 through the State of Florida Retirement System (FRS) in accordance with
6 terms and provisions contained in Florida Statutes.

7 B. The Sheriff agrees to provide a health and major medical insurance
8 program that employees will be eligible to participate in on the basis of
9 either a single or dependent coverage. It is expressly understood that the
10 Sheriff may renegotiate plan coverage at anytime with a plan administrator
11 that may result in increased, decreased or otherwise altered coverage
12 (providers, deductibles, types of coverage, etc.).

13 C. During the term of this Agreement, bargaining unit employees shall be
14 afforded educational assistance benefits pursuant to PSO General Order
15 33.7. (July 15th, 2004)

16 D. The Sheriff agrees to continue providing an Employee Assistance
17 Program to members who choose to participate in the health insurance
18 program whereby members may seek assistance for such issues as
19 marital and family problems, financial problems, alcoholism and substance
20 abuse, or other personal problems. Participation in the EAP is normally
21 voluntary and confidential. However, the Sheriff reserves the right to
22 mandate participation in the EAP as a condition of continued employment
23 or in accordance with the provisions of General Order 22.3 (effective date
24 October 8th, 2007). Mandatory participation in the EAP as a condition of

1 continued employment will require that the member authorize release of
2 any records related to treatment in order that the Sheriff or his designee
3 can monitor progress.

4 E. The Sheriff will, as part of his 2008/2009 budget proposal to the Board Of
5 County Commissioners, request funding to provide for GAP insurance to
6 certified members who successfully complete 25 years with the Pasco
7 Sheriff's Office. The Sheriff and Union Representatives will diligently
8 work together in an effort to receive this benefit for qualified members.

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ARTICLE 19

VACATION LEAVE

- A. All vacation leave benefits set forth in PSO General Order 22.2 dated June 1, 2006, shall be applicable to all unit employees during the term of this Agreement and administered in accordance with such General Orders.

- B. Vacation is granted for the benefit of the member. Supervisors will grant vacation leave whenever possible, keeping in mind the best interests of the agency. Members may not use vacation leave during their first six months of employment, unless approved by the appropriate commander.

- C. While on active pay status, members will accrue paid vacation credits at the end of each pay period at the following rate:
 - 1) Date of hire to end of 4th year - 3.93 hours
 - 2) Start of 5th year to end of 5th year - 4.90 hours
 - 3) Start of 6th year to end of 6th year - 5.23 hours
 - 4) Start of 7th year to end of 7th year - 5.56 hours
 - 5) Start of 8th year to end of 8th year - 5.88 hours
 - 6) Start of 9th year to end of 9th year - 6.21 hours
 - 7) Start of 10th year to end of 10th year - 6.54 hours
 - 8) Start of 11th year to separation - 6.86 hours

- D. Vacation credits earned during a pay period will be credited to the individual's account on the last day of that pay period or, in the case of separation, on the last day the person is on the payroll. Vacation credits

1 are earned each pay period based on a 85-hour work schedule. Vacation
2 leave may not be used before the time it is posted. A member may accrue
3 a maximum of 500 hours of vacation leave.

4 E. Hourly member's vacation leave will be charged in 15-minute increments
5 against the member's accrued vacation leave balance for the actual time
6 the member is away from work. Members must take vacation for the
7 actual time away from work when the member is engaged in authorized off
8 duty employment such as a paid teaching assignment.

9 F. Vacation leave must be approved before it is taken. Vacation leave may
10 not be substituted for sick leave unless paid sick leave is unavailable and
11 the appropriate commander approves the request. Leave requests for
12 three days or more should be submitted at least 14 days in advance.
13 Leave requests for one or two days should be submitted as early as
14 possible. Vacation leave will be granted based on the date received.
15 Conflicts will be resolved by the supervisor. Members should be
16 encouraged to use vacation leave to ensure proper rest and relaxation

17 G. Members may be paid for their accumulated vacation leave up to 500
18 hours maximum in the following situations:

19 1) Separation in good standing from the agency or at the
20 direction of the Human Resources Director.

21 2) Approved administrative leave without pay in excess of
22 ninety days is granted.

23 3) Entry into the Deferred Retirement Option Program (DROP).

1 4) Resignation at the end of DROP.

2
3 (Claims under 3 and 4 may not exceed a combined total of 500
4 hours.)

5
6 Vacation leave payments will be calculated using the member's base rate
7 of pay at the time of separation, death, or entry into DROP. Member's
8 who enter DROP on or after January 1, 2007 must use all accumulated
9 vacation leave above 85 hours by December 31st of each year.

10 H. Vacation leave payments are salary payments and will be used in
11 determining the average final compensation for Florida Retirement
12 benefits. In case of death, payment for unused vacation leave will be paid
13 to the member's estate unless a specific beneficiary has been designated
14 by the member.

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ARTICLE 20

SICK LEAVE

- A. All sick leave benefits set forth in PSO General Order 22.2 (G) dated ~~June 1, 2006~~, November 15th, 2007, shall be applicable to all unit employees during the term of this Agreement and administered in accordance with such General Orders.
- B. Sick leave is a privilege intended to protect the health of members and will accrue from the date of hire.
- C. Sick leave is intended to be used when a member is unable to work due to illness or injury. Full time members who use in excess of two weeks of continuous sick leave must submit a physician's note to the Human Resources Director through the chain of command before returning to duty. Sick leave may be used in the following situations:
- 1) When medically unable to work as the result of a personal injury, illness, or childbirth.
 - 2) Medical appointments that may only be scheduled during working hours.
 - 3) Quarantine due to exposure to a contagious disease.
 - 4) Sick leave may be taken for the illness of an immediate family member (as defined by PSO General Order 22.2 dated June 17th, 20November 15th, 2007).
- D. Members are expected to remain at their place of residence during assigned working hours while on sick leave, or notify their supervisor of a

1 location where they may be reached. Members may leave their residence
2 to obtain medical aid or assistance, food or sustenance; perform domestic
3 errands; exercise their right to vote; or to engage in religious pursuits.
4 Members, who are injured or become ill during vacation leave, may
5 request to substitute sick leave with the approval of a supervisor. Misuse
6 of sick leave benefits will constitute grounds for disciplinary action, up to
7 and including dismissal. (Refer to the general order indexed as Standards
8 of Conduct.)

9 E. Members will accrue sick leave based on the following computations:
10 3.93 hours per pay period (approximately 102 hours per year). A member
11 may accrue a maximum of 640 hours of sick leave.

12 F. Members who notify the agency they cannot report to work due to illness
13 or injury must use sick leave. They may not substitute vacation leave
14 unless all sick leave has been exhausted and then only after approval by
15 the **Sheriff or** Undersheriff. Members working shifts will notify their
16 immediate supervisor or their divisions on duty supervisor at least one
17 hour before the beginning of the member's shift.

18 G. Accrued sick leave will be forfeited if a member separates from the agency
19 with less than six years of continuous service. Members who separate
20 from the agency with six or more years of continuous service will be
21 eligible to receive a payment equal to 25 percent of their accrued sick
22 leave, if they give 14 days notice and resign in good standing. Such
23 payout may also occur upon approval of extended leave without pay. (For

1 the purpose of calculating state retirement benefits, payments made
2 pursuant to this rule will not be considered as salary payments or be used
3 in determining the final average compensation of a member.)

4 Sick leave payments will be calculated using the member's base rate of
5 pay at the time of separation or death. In case of a member's death, any
6 payment owed for accrued sick leave, wages, or travel expenses will be
7 made to the estate unless a specific beneficiary has been designated.

8 H. All bargaining unit members are eligible to participate in the PSO Sick
9 Leave Donation Program in accordance with PSO ~~general orders~~ **General**
10 **Order 22.2, dated November 15th, 2007.**

11 1. Eligibility Requirements: All members are eligible to receive sick
12 leave hour donations if the following conditions are met prior to
13 requesting donations:

14 a. The member must have used all accrued paid leave and any
15 available sick leave pool hours.

16 b. Leave must be used for the member or for an immediate
17 family member who is dependent on the members care as
18 the result of a medical condition requiring hospitalization,
19 treatment, or recuperation as directed by a physician.

20 2. Donation Requests:

21 a. The member must submit a memorandum to the Sheriff
22 outlining the reasons for the leave including the date of injury
23 or illness, effect on employment, and an expected date of
24

1 return to work. A copy of the memorandum will be sent to the
2 Human Resources Director.

3 b. The Sheriff will review the memorandum and documentation
4 and decide whether or not to grant the request. The member
5 will be notified by Human Resources of the Sheriff's
6 decision.

7 c. The Sheriff or Undersheriff will issue a notice to all members
8 for donations of sick leave hours on behalf of the requesting
9 member.

10 d. Members who choose to donate hours to the requesting
11 member must submit a memorandum or email to the Fiscal
12 Section indicating the amount of donated hours. The hours
13 will be deducted from the donating member's account each
14 pay period as needed.

15 e. Donated hours are credited on an hour-for-hour basis.

16
17 f. Donated hours will be considered used sick leave and will
18 affect the attendance incentive program.

19 g. Donations between immediate family members do not
20 require a notice to all members. The family member that
21 wishes to donate the time must submit a memorandum to
22 the Sheriff for approval. If approved, the memorandum will
23 be forwarded to the Fiscal Section for use as needed by the
24 family member requiring the sick hours.

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3. Restrictions:
- a. Requests for donations must be made only at the time of need, and may not be retained for future use.
 - b. No more than 480 hours of donated time may be used by a member during the same 12-month period unless approved by the Sheriff. Once returned to work, the member must submit a memorandum via chain of command for each subsequent sick leave donation request.
 - c. Members returning to work part-time may use donated sick leave hours to account for hours not worked on a particular work day. A memorandum is not required under these circumstances.
 - d. A member cannot receive donated hours until all accrued leave is utilized.
 - e. An individual requesting a donation of sick-leave hours on behalf of a member must have written authorization from the affected member, a family member, or be appointed as the guardian or trustee of the member.
 - f. Members ending their employment with the Pasco Sheriff's Office are prohibited from transferring their remaining sick leave hours to other members.
 - g. "Selling" or "purchasing" sick leave is prohibited.

- 1 h. Members are prohibited from attempting to coerce or
2 pressure another member to “donate” sick leave.
- 3 I. All members shall be eligible to participate in the “attendance
4 incentive program” as outlined in PSO General Order ~~22.4~~ .
5 **22.2, dated November 15, 2007.**

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ARTICLE 21

HOLIDAYS

- A. During the term of this Agreement, the holiday benefits set forth in PSO General Order 22.2, dated November 15th, 2007, shall be applicable to all unit employees and administered in accordance with such General Orders.

- B. The following days are designated as official holidays: New Year’s Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving (Thursday and Friday), Christmas and one floating holiday designated by the Sheriff each year. When a holiday falls on a Saturday, the preceding Friday will be observed. When a holiday falls on a Sunday, the following Monday will be observed. Members on approved paid leave will be compensated for the holiday on the day(s) observed. If a member’s approved vacation includes a holiday, they will receive holiday pay for that day. Members who call in sick on a holiday, or on a workday immediately before or following a holiday, may not receive holiday pay at the discretion of the District Commander (i.e. Captain).

1 **ARTICLE 22**

2 **FUNERAL/BEREAVEMENT LEAVE**

- 3
- 4 A. During the term of this Agreement, the funeral/bereavement leave benefits
- 5 set forth in PSO General Order 22.2, dated ~~June 1, 2006~~ **November 15th,**
- 6 **2007,** shall be applicable to all unit employees and administered in
- 7 accordance with such General Orders.
- 8 B. Members will be granted up to 25.5 hours of funeral leave to attend
- 9 funeral services for members of the immediate family: i.e., mother, father,
- 10 brother, sister, spouse, son, daughter, grandmother, grandfather,
- 11 grandchild, stepmother, stepfather, stepson, stepdaughter, mother-in-law,
- 12 father-in-law or a death in the family that causes hardship (to be
- 13 determined by the ~~Sheriff~~ **Bureau Commander**). An additional 17.0 hours
- 14 of sick leave may be granted with funeral leave at the request of the
- 15 member.

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ARTICLE 23

MILITARY LEAVE

During the term of this Agreement, the military leave benefits set forth in PSO General Order 22.2 dated ~~June 1, 2006~~ November 15th, 2007, along with those requirements set forth in State and Federal law, shall be applicable to all bargaining unit employees.

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ARTICLE 24

LEAVES OF ABSENCE

During the term of this Agreement, the leave of absence benefits set forth in PSO General Order 22.2 dated ~~June 1, 2006~~ November 15th, 2007, shall be applicable to all bargaining unit employees and administered in accordance with such General Order.

1 **ARTICLE 25**

2 **DEPARTMENT VEHICLES/RESIDENCY REQUIREMENTS**

3 ~~A. Each deputy may be assigned a Sheriff's vehicle for use in accordance~~
4 ~~with current PSO Policy (GO Date); provided, however, that assignment of~~
5 ~~a vehicle shall be considered a privilege and not a right. The Sheriff~~
6 ~~reserves the right to suspend and/or remove this privilege. The decision~~
7 ~~to remove this privilege shall not be subject to the grievance procedure set~~
8 ~~forth in this Agreement. The vehicle must be used in compliance with~~
9 ~~PSO policy. Every member shall be assigned a vehicle in accordance~~
10 ~~with the provisions of General Order 17.4, dated July 31st, 2006.~~

11 ~~B.~~ All members covered by this Agreement shall be required to maintain a
12 bona fide residence within the geographic limits of Pasco, Pinellas,
13 Hillsborough, Polk, Sumter, Lake, Citrus, or Hernando counties. New
14 members shall have ninety (90) days upon hire to move within these
15 boundaries although the Sheriff may grant an extension of the ninety (90)
16 day requirement. Every member shall continue to be assigned a vehicle in
17 accordance with the provisions of General Order 17.4, dated ~~June 16th,~~
18 ~~2003.~~ July 31st, 2006.

1 **ARTICLE 26**

2 **UNIFORMS AND EQUIPMENT**

3

4 A. The Sheriff and the FOP agree that for the duration of this Agreement
5 uniforms and equipment shall be provided to unit employees in
6 accordance with PSO General Order 22.8 dated July 31, 2006.

7 B. Sworn members will be issued uniforms, accessories and equipment
8 according to the issue list maintained by the Purchasing Section

9 C. The Pasco Sheriff's Office shall issue body armor to members and replace
10 it in accordance with the manufacturer's requirements.

11 D. Non-uniformed members of this unit shall receive a clothing allowance
12 rate of \$400.00 per year. The clothing allowance will be paid in January
13 and July of each Fiscal Year, in the amount of \$200.00. Payments will be
14 included in the first paycheck of the month and will be part of the
15 member's gross wages. Applicable taxes will be calculated and withheld.
16 In addition, as this payment does not constitute compensation for hours
17 worked, it will not be considered as part of the member's wages for
18 retirement purposes.

1 **ARTICLE 27**

2 **DRUG/ALCOHOL TESTING**

3 A. The Sheriff and FOP agree to drug/alcohol testing of bargaining unit
4 members in accordance with Section 112.0455, Florida Statutes, PSO
5 policy ~~policy~~ **G.O. 22.4 dated June 16th, 2003** and the Drug Free Workplace Act.

6 B. All classes of employees covered by the Agreement are designated
7 special risk for drug/alcohol testing purpose and therefore subject to
8 random drug/alcohol testing. Special risk means employees who are
9 required, as a condition of employment to be certified under Chapter 943,
10 Florida Statutes. A special risk employee may be randomly tested for
11 prohibited drug as defined in policy and Florida Statutes and/or alcohol
12 use on a random basis as set forth below. Random tests will be spread
13 reasonably throughout the year based on the CJIS numbers of bargaining
14 unit employees. Up to twenty (20) percent of the bargaining unit members
15 will be subject to random drug/alcohol testing per month. Unit members
16 shall have the right to discuss the testing with a FOP Representative,
17 however, this shall not excuse the member from reporting for testing as
18 directed. The PSO will utilize the services of a third party provider to
19 perform all drug and/or alcohol testing. The third party provider utilized
20 shall be NIDA certified. For drug testing, an initial and confirmatory test
21 shall be used, and all such tests shall be reviewed by a Medical Review
22 Officer for accuracy.

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ARTICLE 28

SAVINGS CLAUSE

- A. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

- B. This Agreement upon execution by the Sheriff and FOP supersedes and cancels all prior practices and understandings predating the Agreement except that all work rules, regulations, policies and other written procedures of the Sheriff's Office, which were in effect prior to the effective date of this Agreement, which were not specifically modified by this Agreement, as modified from time to time by the Sheriff, shall be binding on the parties and bargaining unit members during the term of this Agreement.

1 **ARTICLE 29**

2 **TOTALITY OF AGREEMENT**

3 A. This Agreement, upon ratification, supersedes and cancels all prior
4 Agreements, whether written or oral, unless expressly stated to the
5 contrary herein, and constitutes the complete and entire Agreement
6 between the parties, and concludes collective bargaining for its term.

7 B. The parties acknowledge that, during the negotiations which resulted in
8 this Agreement, each had the unlimited right and opportunity to make
9 demands and proposals with respect to any subject or matter not removed
10 by law from the area of collective bargaining, and that the understandings
11 and Agreements arrived at by the parties after the exercise of that right
12 and opportunity are set forth in this Agreement.

13 C. The Sheriff and the FOP, during the term of this Agreement, voluntarily
14 and unqualifiedly waive the right, and agree that the other shall not be
15 obligated, to bargain collectively with respect to any subject or matter
16 whether or not referred to or covered by this Agreement, even though
17 such subject or matter may not have been within the knowledge or
18 contemplation of the parties at the time they negotiated or signed this
19 Agreement.

20 D. Nothing herein shall preclude PSO or the FOP from mutually agreeing to
21 alter, amend, supplement, delete, enlarge, or modify any of the provisions
22 of this Agreement in writing.

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

1 **ARTICLE 30**

2 **PROMOTIONS**

3
4 A. The FOP and the Sheriff acknowledge that it is in the best interest of the
5 Agency to have a promotional policy that allows for the selection of the
6 best candidate for promotion to Lieutenant.

7 B. Promotions from the rank of Sergeant to the rank of Lieutenant will be
8 based on the procedures and criteria set forth in PSO General Order
9 22.12 (November 15, 2005) except that the Matrix categories referenced
10 in General Order 22.12 III (November 15, 2005) shall not be utilized in the
11 selection process., and the eligibility pool referenced in General Order
12 22.12 VI, shall be unranked rather than ranked from highest to lowest
13 final score. The Sheriff shall have the ability to choose any member of the
14 eligibility pool for promotion to the rank of Lieutenant. In addition, each
15 member will not be disqualified based upon their scores on the written and
16 oral testing. Instead, the member's written test score and oral board score
17 will be added and the member will then be ranked according to score from
18 highest to lowest. Member's who receive an identical score, will occupy
19 the same ranking position for purposes of this process.

20 C. Only alleged violations of the procedures set forth in General Order 22.12
21 (November 15th, 2007) are subject to the grievance procedure set forth in
22 this Agreement, not the selection of eligible candidates.

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ARTICLE 31
DURATION

This Agreement shall be in full force and effect from October 1, 2006, or upon ratification by both parties, whichever is later, until September 30, ~~2007~~, **2008**, unless otherwise provided for in any Article of this Agreement. The parties shall begin negotiations for a successor Agreement no sooner than sixty (60) days prior to its expiration.