AGREEMENT BETWEEN
THE PINELLAS COUNTY SHERIFF
AND
SUN COAST POLICE
BENEVOLENT ASSOCIATION

SERGEANTS AND LIEUTENANTS UNIT

October 1, 2026 – September 30, 2029

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ARTICLE 1

PREAMBLE

This Agreement is entered into between the Sheriff of Pinellas County, Florida, hereinafter referred to as the "Sheriff" or "Sheriff's Office" and the Sun Coast Police Benevolent Association, hereinafter referred to as the "PBA" or "Union." The purpose of this Agreement is to promote a cooperative relationship between the parties, to provide an orderly and peaceful means for resolving differences between the parties, and to set forth the agreement reached between the parties concerning wages, hours, 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 and general well being of the public. Both parties recognize the needs of the public will be best served by providing continuous, reliable, and efficient service to the public at all times.

SPECIAL NOTE: The personal pronouns "he," "his," and "him" used in this Agreement are to be interpreted to include both sexes. They are used only for convenience purposes and are not to be considered as any adverse reflection on either sex.

ARTICLE 2

RECOGNITION

Section 1. The Sheriff hereby recognizes the Sun Coast PBA as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all employees represented by the bargaining unit.

Section 2. The bargaining unit for which this recognition is accorded is defined in Certification No. 1752 granted by the Public Employees Relations Commission, hereinafter referred to as "PERC," on December 9, 2010, and as revised on March 6, 2018 by PERC, comprised of all full-time employees in the classifications[1] of:

Sergeant,
Technical Sergeant,
Lieutenant.

All other employees in other ranks, positions, and classifications are excluded from this bargaining unit, unless the parties mutually agree to add a classification or classifications to the Unit. If the parties are not able to agree or wish to have the matter officially addressed by PERC, then the matter shall be referred to PERC by either party through the unit clarification process.

Section 3. For the purpose of this Agreement, the terms "member," "bargaining unit member," "employees," and "bargaining unit employees" shall be synonymous.

[1] The parties note that Bailiff-Sergeant and Bailiff-Lieutenant, while referred to as "classifications" by PERC, have never been separate classifications, and the term "Bailiff" is no longer in use. There are three classifications in this bargaining unit: Sergeant, Technical Sergeant, and Lieutenant.

ARTICLE 3

EMPLOYEE RIGHTS

Section 1. Employees covered by this Agreement are also entitled to the benefits and rights of the Pinellas County Sheriff's Office General Orders (to include Bureau Standard Operating Procedures and Sheriff's Orders). If any conflict occurs between this Agreement and the Sheriff's Office General Orders, the terms of the Agreement shall prevail. The Agreement shall be the governing factor in all cases even though the benefits or rights provided may be greater or lesser than provided for in the Sheriff's Office General Orders.

Section 2. Employees shall be required to observe and comply with all current and future rules and regulations of the Sheriff's Office except those that are in conflict with this Agreement. Whenever a General Order, Bureau SOP, or Sheriff's Order is created, modified, or eliminated, a draft of same will be provided to the PBA at least ten (10) days prior to implementation.

Section 3. Employees shall have the right to inspect their personnel files in accordance with the provision of General Order 6-1. Said inspection shall occur at reasonable times so long as said inspection does not interfere with or cause disruption to the provision of efficient and effective service to the public. Likewise, whenever another individual makes a public records request to review an employee's file, the employee will be notified in accordance with the provisions of General Order 6-1. Copies of any material in a personnel file shall be made at the expense of the requestor.

Section 4. An employee shall have the right to insert in his personnel file, or Administrative Investigation file if applicable, a written and signed refutation of any material he considers to be negative or detrimental. The refutation shall be reviewed by the Human Resources Director or Professional Standards Bureau Commander, whichever is applicable, to ensure that it specifically addresses only the issue or issues contained in the material for which the refutation is being written. Signed witness statements shall be permitted of witnesses having direct knowledge of the issue(s) only; these statements shall also be reviewed by the Human Resources Director or Professional Standards Bureau Commander, whichever is applicable, and must also specifically address only the issue or issues contained in the material. Any grievance concerning this Section must, if pursued by the employee or PBA on behalf of the employee, be filed in accordance with the grievance procedure contained in General Order 3-5, unless modified by this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogative of the Sheriff to operate and manage his affairs in all respects in accordance with his responsibilities. The powers and authority which the Sheriff previously possessed prior to this Agreement and which the Sheriff has not specifically and unambiguously abridged, delegated, modified, or limited by this Agreement are retained by the Sheriff, and may be exercised without prior notice to or consultation with the PBA.

Section 2. Nothing in this Agreement shall be construed so as to limit or impair the right of the Sheriff or his designee to exercise his sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement:

A. To determine the mission and policies of the Sheriff's Office;

B. To determine the organization of the Sheriff's Office;

C. To determine the purpose and functions of the Sheriff's Office and its constituent Bureaus, Divisions, Sections, Units and Teams;

D. To set standards of service to be offered to the public and determine the methods for providing said service;

E. To determine methods of financing and budgeting;

F. To manage and direct the employees of the Sheriff's Office;

G. To determine the location, methods, means, materials, equipment and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work;

H. To determine the number of employees to be employed by the Sheriff;

I. To establish, change, or modify the number, types, and grades of positions or employees assigned to a Bureau, Division, Section, Unit or Team;

J. To establish, change or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements;

K. To increase, reduce, modify, or alter the composition and size of the work force, including the right to lay off, furlough, demote or otherwise relieve employees from their duties because of lack of work or funds, a material change in the duties or organization of the Sheriff's Office or one of its Bureaus, Divisions, Sections,

Units, or Teams or for other legitimate reasons;

L. To determine the qualifications of employees covered by this Agreement, and to hire, examine, classify, promote, train, transfer, and retain employees in positions with the Sheriff's Office;

M. To assign work and overtime, to establish and change work schedules, and to determine the starting and quitting time and number of hours to be worked;

N. To establish and modify productivity and performance programs and standards:

O. To maintain discipline and to suspend, demote, discharge, or otherwise discipline employees for proper cause;

P. To establish, modify, or eliminate work rules, regulations, and standard operating procedures, including but not limited to the Pinellas County Sheriff's Office General Orders, Bureau Standard Operating Procedures, and Sheriff's Orders;

Q. To establish, implement, or modify an internal security procedure;

R. To alter or vary past practices and otherwise to take such measures as the Sheriff or his designee may determine to be necessary to maintain order and efficiency relative to the work force and the operations and/or services to be rendered.

Section 3. It is agreed that the above-listed management prerogatives shall not be deemed to exclude other prerogatives of management not specifically listed above. However, the Sheriff or his designee can exercise only those managerial functions that do not violate or abridge this Agreement.

Section 4. The exercise of those managerial functions enumerated above, or other inherent managerial prerogatives, and policy-making rights which the Sheriff has not expressly modified or restricted by a specific provision of this Agreement are not in and of themselves subject to the grievance procedure contained herein, unless the grievance alleges violation of some other express written term of this Agreement.

Section 5. If the Sheriff or his designee determines that civil emergency conditions exist or may exist, including but not limited to riots, civil disorders, hurricane or tornado conditions, epidemics, strikes, or other similar catastrophes or disorders, the provisions of this Agreement may be suspended during the time of the emergency, the time leading up to it, or the aftermath, provided that wage rates and monetary fringe benefits shall not be suspended. Further, the Sheriff or his designee may suspend vacation leave and other leaves of absence in preparation for or during the time of the emergency and its aftermath. Any grievances arising during the suspension of the terms of this Agreement which can be appealed pursuant to the terms contained in Article 11, Part II, cannot be pursued until such time as the emergency is declared over by the Sheriff or his designee and the time limits associated with the filing of any such grievance shall not begin until the emergency is declared over and the terms of this Agreement reactivated. Likewise, any grievance filed under the terms of Article 11, Part II, in process at the time of the suspension of the terms of this Agreement shall be held in abeyance and the time frames for grievance processing tolled until such time as the emergency is declared over and the terms of the Agreement are reactivated. At such time the emergency is declared over by the Sheriff or his designee, the PBA will be so notified.

ARTICLE 5

NON-DISCRIMINATION

Section 1. The Sheriff and the PBA agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without regard to Union membership. The Sheriff and PBA will not discriminate against any employee covered by this Agreement because of membership in or legitimate activity on behalf of the members of the PBA. Nothing in this Agreement shall require an employee to become or remain a member of the Union or to pay any monies to the Union. Allegations of a violation of this Section shall be filed with the Public Employees Relations Commission and are not grievable under the provisions of this Agreement.

Section 2. The Sheriff and the PBA further agree that no bargaining unit employee will be subjected to any form of employment discrimination as defined under state and federal law. The parties recognize that the Sheriff has established a procedure for investigating and resolving complaints of discrimination, which may be used to address employee and/or PBA concerns. This process or the procedures established by state and federal law may be utilized to address allegations of violation, but the employee and/or PBA may not file grievances using the grievance procedure contained in the Agreement.

ARTICLE 6

INDEMNIFICATION

Section 1. In accordance with the provisions of applicable Florida Statutes, the Sheriff will provide defense and indemnify an employee in a civil action suit wherein the employee was acting within the scope of his employment unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In all such civil action suits, the employee agrees to cooperate fully with the Sheriff's Office and its designated counsel in defense of same.

Section 2. The terms of this Article are not grievable under the provisions of this Agreement.

ARTICLE 7

PROHIBITION OF STRIKES

Section 1. "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment for the Pinellas County Sheriff's Office for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the Sheriff, or the concerted failure to report for work after the expiration of a collective bargaining agreement, or picketing in furtherance of a work stoppage.

Section 2. The PBA agrees that during the term of this Agreement it shall not authorize, instigate, condone, excuse, ratify, support, or acquiesce in any strike as defined above.

Section 3. Employees 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 by instigating or supporting in any manner a strike, as defined above. It is further agreed that employees covered by this Agreement will not support strike actions that may be initiated by other unions by refusing to cross strike lines or picket lines that may be established by such unions. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in any strike activities.

Section 4. Should the PBA or employees covered by this Agreement in any way violate the provisions of this Article, then the Sheriff shall take action and have recourse as provided by law. Specifically, employees who participate in a strike as defined above shall be subject to termination, and the PBA agrees that such violation constitutes cause for termination.

ARTICLE 8

DUES DEDUCTIONS

Section 1. During the term of this Agreement, the Sheriff agrees to deduct dues and uniform assessments owed by the employee to the PBA on a biweekly basis. Prior to such deductions, the PBA shall provide the Sheriff with a signed statement from each employee whose dues and other assessments are to be deducted in a form satisfactory to the Sheriff. Any authorization for dues deductions may be cancelled by the employee upon thirty (30) days written notice to the Sheriff and/or the PBA and shall also be discontinued in the event the employee is terminated or may be discontinued in the event the employee is transferred, promoted, or otherwise moved out of the bargaining unit.

Section 2. The PBA shall notify the Sheriff in writing of the amount to be deducted from each participating employee's paycheck, and any increases which occur hereafter. General, across-the-board increases applicable to all participating employees shall be processed no more than two times per fiscal year and notice of such increases shall be submitted in advance of the effective date in order to provide the Sheriff's Office with sufficient time to process the change. Changes due to insurance coverage modifications will be made as they occur provided such changes are submitted in advance of the effective date in order to provide sufficient processing time.

Section 3. The deduction of membership dues and uniform assessments shall be the only deduction service provided by the Sheriff; deduction shall not be made for the collection of any fines, penalties, or special assessments. The deduction may include payment for various insurance options which would be available to all members of the PBA.

Section 4. In the event that an employee's salary earnings within any pay period, after deductions for taxes, insurance, or other standard or required deductions, are not sufficient to cover dues and uniform assessments, PBA deductions will not be made and it will be the responsibility of the PBA to collect its dues for that pay period from the employee.

Section 5. The PBA will indemnify and hold the Sheriff harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by, payroll deduction of Union dues and uniform assessments. The PBA agrees that in case of error, proper adjustment, if any, will be made by the PBA with the affected employee(s).

ARTICLE 9

PBA BUSINESS

I. PBA Representation

Section 1. The Sheriff agrees that during the term of this Agreement he or his designees will deal only with the authorized representatives of the PBA in matters requiring mutual consent or other official action called for by this Agreement. The PBA agrees to notify the Sheriff in writing of the names of such authorized representatives as of the execution of this Agreement and of any changes occurring during the term of this Agreement.

Section 2. Neither party shall have any control over the selection of the negotiating representatives of the other party. The PBA shall furnish in writing the names of its negotiating team to the Human Resources Director one week prior to the first bargaining session and notify the Human Resources Director of any changes made thereafter. PBA bargaining team members may utilize PBA business pool time as detailed in this Article.

Section 3. PBA representatives shall consist of the elected or appointed officers of the Sun Coast PBA, and the elected or appointed stewards of the bargaining unit. All stewards must be active, current sworn employees represented by the unit or sworn employees who have retired from the Sheriff's Office. The Sheriff agrees to recognize no more than five (5) stewards for the conduct of PBA business between the Sheriff and the union, with the names of said stewards being provided per Section 1 of this Article.

Section 4. Recognized PBA stewards who are current employees of the Pinellas County Sheriff's Office will be permitted to investigate grievances or otherwise process grievances during work hours only after the express consent of their nonunion- represented supervisor has been given. In addition, no steward or PBA designated legal representative shall discuss a grievance with an employee during working hours without first also obtaining the consent of the employee's immediate supervisor. The investigation or processing of grievances shall not interrupt, delay, or otherwise interfere with efficient and proper service to the community, and the PBA agrees that it and its stewards will guard against abuse of this privilege.

Section 5. Recognized PBA representatives who are current employees of the Pinellas County Sheriff's Office may from time to time have informal conversations with individual employees concerning union-related matters while on duty. These conversations are to be very brief and shall not interrupt, delay, or otherwise interfere with the efficient and proper service to the community, and the PBA agrees that it and its representatives will guard against abuse of this privilege.

Section 6. Solicitation of any and all kinds by the PBA, including solicitation of grievances, membership, the collection of Union monies, or support during a union representation campaign shall not be engaged in during work hours, unless mutually agreed to by the Sheriff or his designee and the PBA.

II. Absence for PBA Business

Section 1. PBA representatives who are employees of the Pinellas County Sheriff's Office and recognized by the Sheriff as such may be granted time off, up to a maximum of three (3) employees in any one instance, to conduct business in connection with the PBA. Time off for PBA business will be without loss of the PBA representative's straight time base hourly rate of pay by using pool time provided donated pool time hours are available and:

A. A written request for the use of PBA pool time is submitted through the chain of command to the representative's nonunion-represented supervisor at least one week in advance of the requested time off,

B. Sufficient staffing is available on the PBA representative's regular shift to properly staff the Bureau, Division, Section, or Unit during the absence of the PBA representative as determined by the nonunion-represented supervisor, and

C. Approval has been granted by the nonunion-represented supervisor once staffing levels, emergency or potential emergency situations, overtime obligations, and vacation and sick leave usage of other employees have been considered.

Section 2. The Sheriff or his designee reserves the right to restrict time off for PBA business when an emergency condition exists and such time off might compromise public safety.

Section 3. For the purposes of this Article, compensatory time and vacation leave requests shall have priority over requests for the use of PBA business pool time.

Section 4. PBA representatives utilizing pool time will not have said pool time count towards the computation of overtime.

Section 5. PBA representatives utilizing pool time shall not be considered to be on duty and shall not be eligible for workers' compensations benefits in case of injury.

Section 6. PBA representatives shall use no more than forty (40) hours of PBA business pool time during each fiscal year, except when a representative attends training seminars on behalf of the PBA which cumulatively total more than twenty (20) hours. If the representative attends more than twenty (20) hours of training on behalf of the PBA during a fiscal year, then the representative may use no more than sixty (60) hours of PBA business pool time. If the PBA President is represented by this bargaining unit, he may use no more than an additional forty (40)

hours of PBA business pool time during each fiscal year. Time spent by PBA representatives at contract negotiations sessions shall not count towards the annual limit. PBA members so designated by the PBA President or Executive Director may also use PBA pool time for assisting in collective bargaining.

Section 7. A single pool time account shall be established for use by PBA representatives of either PBA bargaining unit. Employees covered by the Agreement may donate a minimum of two (2) hours of their vacation leave toward the PBA business pool time account. Donations can be processed any time during the term of this Agreement using the form contained at the end of this Article. All time donated by each employee shall be converted at the time pool time is used to a dollar amount based upon the donating employee's current base hourly rate of pay. Whenever a PBA representative utilizes pool time, the cost of his time off shall be calculated based upon his current base hourly rate and deducted from the PBA business pool time account.

Section 8. Charges against the PBA business pool time account shall only be made when approved in writing by memorandum by the President or Executive Director of the PBA or his designee prior to the PBA representative utilizing requested pool time.

Section 9. In the event of a shooting involving a represented employee, the motor vehicle crash of a represented employee involving a death or serious injury, or use of force which results in serious injury or death, the parties hereby agree that the advance notification requirement in Section 1.A. of this part is waived and that pool time, if available, may be requested as follows. An on-duty PBA representative will be permitted to make a verbal request to his nonunion represented supervisor for time off and for the use of pool time for the purpose of immediately responding to one of the incidents as described above. In the event the responding PBA representative is off-duty at the time of the incident but the timing of said incident will affect his ability to get sufficient rest to work his next scheduled shift, the PBA representative may make a verbal request to his nonunion represented supervisor for time off and for the use of pool time to cover the work hours he has requested off. In both cases, the PBA representative will complete the appropriate paperwork as soon as he returns to work reflecting the amount of time off taken from his normally scheduled hours of work (and of pool time used to cover those hours). In addition to the waiver of advance notice, the requirement of a written memorandum from the PBA President or Executive Director or his designee as specified in Section 8 above for each instance of pool time use under these two scenarios is also waived.

Section 10. Unused PBA business pool time will be carried forward into the next fiscal year.

DONATION TO PBA BUSINESS POOL TIME ACCOUNT

I, (print name)_____hereby authorize the Pinellas County Sheriff's Office to deduct_____(minimum of 2) hours from my vacation account. The time indicated above is to be transferred to and held in the PBA business pool time account for use by PBA representatives and PBA members assisting in collective bargaining as needed.

_____ _____

Signature Date

_____

Payroll Number

III. Bulletin Boards and Mail Boxes

Section 1. The PBA shall be provided with partial use of a suitable bulletin board so designated by the Sheriff or his designee at each building under the control of the Sheriff where at least ten (10) bargaining unit members are working. Alternatively, the PBA may, if it chooses to do so, provide bulletin boards of a mutually agreed upon size and at mutually agreed upon locations at its own expense. In addition, the PBA shall be provided an electronic "bulletin board" accessible on the Pinellas County Sheriff's Office intranet.

Section 2. The authorized bulletin boards for the PBA shall be used for posting official PBA notices, which shall be signed by an officer of the PBA. The PBA is responsible for posting and removing material on its bulletin boards and for maintaining its material in an orderly condition. All notices for posting on the intranet will be approved by the Sheriff or designee.

Section 3. The Sheriff agrees to allow the PBA to use the Sheriff's Office mail boxes only of employees in the bargaining units for PBA mail.

Section 4. The PBA agrees that all material posted and all mail sent by it shall be of an informative nature relating to PBA business, and shall not be derogatory of the Sheriff or any Sheriff's Office employee. Examples of material appropriate for posting or distributing through mail boxes are notices of PBA meetings, notices of PBA social and recreational events, the PBA annual calendar, and so on. Material of a political nature or union campaign literature is an example of material which will not be approved for posting or distribution via mail boxes.

Section 5. All notices and mail shall be subject to review and approval by the Sheriff or his designee prior to posting or placement in mail boxes. Such approval shall not be arbitrarily withheld, although the use of mail boxes is a privilege the PBA agrees will not be abused or used to excess as determined by the Sheriff or his designee.

Section 6. All costs incidental to the preparing, posting, and distribution of PBA materials shall be borne by the PBA. All posting on bulletin boards or placing of material in mail boxes shall not be done by PBA representatives during working hours.

IV. Printing and Posting of the Agreement

Section 1. Each party will be responsible for paying for copies of the Agreement intended for its own administrative use. Further, the Sheriff agrees the ratified Agreement will be posted on the Pinellas County Sheriff's Office intranet in a read-only format for use and review by employees. The Agreement will also be available via the Internet on the website of the Sheriff's Office.

ARTICLE 10

LABOR-MANAGEMENT COMMITTEE

Section 1. A Labor-Management Committee shall be established for the term of this Agreement. The committee shall consist of four (4) members from each side, with each party appointing its members. The purpose of this committee shall be to meet and confer concerning problems of a general nature which may from time to time arise in the Sheriff's Office and to make recommendations to the Sheriff concerning resolution of any such problems. The parties agree there shall be one committee which will be representative of both bargaining units represented by the PBA. The committee shall determine its rules of operation.

Section 2. The Sheriff and the PBA agree that either party may request a meeting of the committee to discuss issues of concern with the other on an as-needed basis. The requesting party shall submit a written request specifying the issue or issues to be addressed at the meeting and only those issues shall be addressed at the meeting. Committee meetings shall not be used for negotiation purposes or to discuss grievances subject to the grievance procedures detailed in the Grievance Article of this Agreement. Meetings shall last no more than one hour unless mutually extended by the parties.

Section 3. When the PBA requests a meeting, said request shall be made to the Human Resources Director. When the Sheriff or his designee requests a meeting, said request shall be made to the PBA Executive Director or President, or another PBA officer or Sheriff's Office PBA steward.

Section 4. Committee meetings shall be scheduled for a mutually agreed upon time and place. PBA representatives shall be excused from work by their non-bargaining unit supervisor, operations permitting, and shall not suffer a loss of pay while attending a committee meeting if said meeting occurs during the representatives' normal scheduled hours of work. However, attendance at a committee meeting occurring outside of a representative's normal scheduled hours of work shall not be considered time worked.

Section 5. The Sheriff will appoint at least one employee and an alternate represented by one of the two PBA bargaining units to any employee committee formed to address any issue or benefit directly affecting the employees of the bargaining unit. The selected PBA employee and alternate will be selected by the PBA and mutually agreed upon by both the PBA and the Sheriff. The PBA's designated member and alternate shall be notified of any meeting of the committee or subcommittee to which the member is appointed.

ARTICLE 11

GRIEVANCE PROCEDURES

I. General Provisions:

Section 1. The purpose of this Article is to establish a procedure for the orderly adjustment of grievances involving the interpretation, application, and/or alleged violation of some express term of this Agreement.

Section 2. An eligible employee who has a grievance concerning any disciplinary action or termination shall utilize the procedures provided through the Sheriff's Office General Orders and the Pinellas County Sheriff's Civil Service Act, Chapter 89-404, Laws of Florida, as amended, as detailed in Part III of this Article.

Section 3. Probationary employees who have not attained permanent status and employees who have attained permanent status but are probationary due to a promotion or demotion may file grievances concerning the interpretation and application of the terms of this Agreement, but cannot file grievances concerning work or training assignments, schedules, or extended probationary periods.

Section 4. An employee covered by this Agreement shall have the right to be represented by a PBA representative, or refrain from exercising the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this Section shall be construed to prevent any employee from presenting at any time, his own grievances, and having such grievances adjusted without the intervention of the bargaining agent provided the adjustment is consistent with the terms of the Agreement. In such cases, the PBA shall be notified of any meeting where the resolution of the grievance may occur.

Section 5. When a group of employees alleges the same misapplication or violation of one or more of the terms of this Agreement, and the cases and circumstances are identical, then one grievance may be filed by the employee designated by the group to sign the grievance. However, all employees in the group shall be identified. The PBA also has standing to file a grievance concerning the interpretation and application of this Agreement and shall likewise identify all affected employees, when applicable. Should individual grievances be filed which allege violation of the same Article(s) and Section(s) of this Agreement, the Sheriff reserves the right to consolidate these grievances and process them as one grievance.

Section 6. The aggrieved employee, or the PBA if applicable, shall submit a written grievance within ten (10) work days after the occurrence of the matter from which the grievance arose. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely and deemed null and void. A grievance not appealed to the next step within the time limits established by the grievance procedure shall be considered settled on the basis of

the last answer provided by the Sheriff's Office. A grievance not answered within the prescribed time limits shall entitle the employee to advance the grievance to the next step. The time limits prescribed herein may be extended if agreed in writing by both the Sheriff or his designee and the PBA.

For the purposes of this Article, "work day" is defined as Monday through Friday, 8 a.m. through 5 p.m., excluding holidays recognized by the Sheriff's Office.

Section 7. The filing of a formal grievance shall not preclude the aggrieved employee, and the PBA if applicable, and appropriate Sheriff's Office representatives from orally discussing and resolving the grievance.

Section 8. The PBA steward shall be allowed reasonable time off without loss of pay during his regular hours of work for investigating grievances. One PBA representative shall be permitted to attend a Step 1 hearing and present the grievance without loss of pay if the hearing occurs during his regular hours of work. Grievance investigation and the presenting of grievances that occur during a representative's off-duty hours shall not be considered time worked.

The PBA steward shall seek permission in advance from his nonunion - represented supervisor whenever he needs to engage in grievance investigation activities or attend a grievance hearing whenever either occurs during his regular hours of work. In addition, no steward shall discuss a grievance with an employee who is on duty without first also obtaining the consent of the employee's immediate supervisor. If permission must be denied at that particular time, the PBA steward will be informed of the reason for the denial and when he can reasonably expect to contact the employee concerned. The PBA steward will notify his nonunion-represented supervisor upon his return to work.

Likewise, a PBA officer shall seek permission in advance from his non- union represented supervisor whenever he needs to attend a grievance hearing occurring during his regular hours of work.

The performance of these duties shall in no way interrupt the normal functioning of the Sheriff's Office and the PBA agrees to guard against the use of excessive time for such activities.

Section 9. Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not prejudice the employee's right to file a grievance within the time limits contained in the Article, nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

II. Grievance Procedure – Interpretation and Application of Terms of Agreement:

Section 1. STEP 1 Office of the Sheriff. An aggrieved employee may, with or without PBA representation, submit a written grievance on the prescribed form contained at the end of this Article to the Sheriff or his designee within ten (10) work days after the occurrence of the matter from which the grievance arose. Once submitted, a grievance form shall not be amended if the grievance is appealed to the next Step.

A. The written grievance at this step, and at arbitration if not resolved at this step, shall contain the following information:

- A statement of the grievance, including the date of occurrence, details and facts upon which the grievance is based.
- The Article and Section of the Agreement alleged to have been violated.
- The action, remedy or solution requested by the employee, or PBA if applicable.
- The signature of the aggrieved employee, and PBA representative if applicable.
- Date and time submitted.

B. Grievances submitted which do not contain the above information shall be considered incomplete and shall be returned to the employee, or PBA if it is representing the employee or is the grievant.

C. The Sheriff, or his designee, within ten (10) work days of receipt of the grievance shall meet with the grievant and/or PBA representative, if applicable, to discuss and seek a resolution to the grievance. If the Sheriff so determines, the employee, or PBA if applicable, may call a reasonable number of witnesses to offer testimony from direct knowledge only. Witnesses who are employees shall suffer no loss of pay while serving as witnesses at Step 1 hearings and shall be excused to testify during working hours provided such absence from their place of work in no way interrupts, delays, or otherwise interferes with proper and effective service to the citizens of Pinellas County. Notification of the need to be absent from work in order to testify as a witness shall be given to the nonunion-represented supervisor as far in advance of the hearing as possible. Time spent during off-duty hours attending or testifying on behalf of a grievant or the PBA shall not be considered time worked. Within ten (10) work days after the meeting, the Sheriff or his designee shall respond to the grievance in

writing.

D. The Sheriff may file a grievance concerning alleged violations by the PBA of the terms of this Agreement. Such grievance shall be filed with the PBA President or Executive Director. Within ten (10) work days, the Sheriff or his designee and the PBA shall meet to discuss and attempt to resolve the grievance. If the grievance is not resolved, the Sheriff or his designee may appeal the grievance to the next step.

Section 2. STEP 2 Arbitration. If a grievance is not resolved at Step 1, the employee or the PBA if applicable, may within ten (10) work days after notification of the Sheriff's or his designee's response submit a request for arbitration to the Human Resources Director. Notification to the employee or PBA shall be deemed to be effective upon hand delivery or upon mailing to the employee's last known address or mailing to the PBA if applicable.

A. The parties may mutually select an arbitrator. If the parties are unable to do so within five (5) work days after filing of the arbitration appeal, a list of seven (7) qualified arbitrators from the southeast region shall be requested from the Federal Mediation and Conciliation Service (FMCS) and the list shall be paid for by the party initiating the arbitration. Within ten (10) work days after receipt of the list, the parties shall meet and alternately strike names on the list, and the remaining name shall be the arbitrator. The party initiating the arbitration shall strike first. Each party has the right to reject one list. The party rejecting the list shall be responsible for paying for and obtaining the next list and the above-described procedures will be followed for selection from the list. If the selected arbitrator is not available for a hearing within ninety (90) days of the date the arbitrator was selected, another list may be requested by the Sheriff's Office, which will pay for that particular list.

B. If the grievant is not represented by the PBA and the FMCS will not supply a list, a list of arbitrators from the southeast region shall be requested from the American Arbitration Association (AAA) with the party initiating the arbitration paying whatever fees may be charged. Once the list has been obtained, the procedures detailed above shall be used for selecting the arbitrator.

C. The parties agree that obtaining a list or lists and selecting an arbitrator shall be done as expeditiously as possible so as not to delay the arbitration process.

D. The hearing on the grievance shall be informal and the rules of evidence shall not apply; however, to ensure an orderly hearing, the rules of judicial procedure should be followed as closely as possible.

E. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement in arriving at a decision concerning the issue or issues presented, and shall confine his decision solely to the interpretation or application of the Agreement. The arbitrator shall not have authority to determine any other issues not submitted to him.

F. The decision of the arbitrator made within the scope of his authority as outlined in Paragraph E. above shall be final and binding upon the parties but neither party waives its rights to appeal the decision to the appropriate court of law.

G. The arbitrator's fees and expenses shall be borne by the losing party. In the event the arbitrator does not fully uphold the position of either party, the arbitrator's fees and expenses shall be split equally by the parties to the arbitration.

In the event a scheduled hearing is rescheduled or cancelled, or an appeal is withdrawn, and fees are due to the arbitrator, the party responsible for the rescheduling, cancellation, or withdrawal shall likewise be responsible to pay the costs. If both parties mutually make the decision to reschedule or cancel the hearing, the fees due the arbitrator shall be split equally by the parties.

H. Any expenses incurred by a party in preparation for or as a result of the arbitration shall be borne by that party, except as provided above as relates to obtaining a list of arbitrator names. These expenses include but are not limited to attendance of participants and witnesses, fees for transcription of the hearing, and legal fees. No expenses shall be reimbursed by one party to the other regardless of the decision of the arbitrator.

I. The arbitrator shall be requested to render his decision within thirty (30) calendar days after the hearing is completed or thirty (30) calendar days after receipt of post-hearing briefs.

J. In the case of a grievance involving any continuing or other money claim against the Sheriff, no award shall be made by the arbitrator which shall allow any alleged accruals for more than thirty (30) calendar days prior to the date when such grievance shall have been submitted in writing to the Sheriff.

III. Grievance Procedure – Discipline and Termination:

Section 1. An eligible employee who has been disciplined or terminated may utilize the disciplinary appeal procedures as provided in the Sheriff's Office Policy Manual, General Order 10-3, and, when applicable, the Pinellas County Sheriff's Civil Service Act Chapter 89-404, Laws of Florida, as amended. All such grievances must be initiated by the employee.

After discipline has been recommended by an Administrative Review Board (ARB) under this Part, the aggrieved employee, and the PBA if applicable may, prior to filing an appeal, request to meet with the Sheriff to discuss the recommended discipline. This meeting request must be made in writing to the Sheriff within three (3) calendar days of the ARB hearing. At the discretion of the Sheriff, he or his designee may meet with the employee and PBA, if applicable; the meeting shall be limited to no more than thirty (30) minutes and shall occur within ten (10) work days of the request to meet. The time frame for filing an appeal of disciplinary action to the Civil Service Board shall continue to be five (5) calendar days from the time of notice to the employee of the disciplinary action.

Section 2. The provisions of Part I, Sections 4, 7, and 8 of this Article shall be applicable to grievances filed under this Part.

Section 3. If an appeal results in a hearing before a state administrative law judge, fees and expenses charged by the Florida Department of Administration for the hearing shall be borne by the losing party as determined by the Civil Service Board. In the event the administrative law judge does not fully uphold the position of either party as determined by the Civil Service Board, the fees and expenses shall be split equally by the parties to the hearing. If a hearing is scheduled and one party fails to appear for the hearing, the party failing to appear shall be responsible for any fees and expenses charged for the hearing.

Section 4. In the event of a termination appeal, if the grievant or representative of the grievant requests or is responsible for a delay in scheduling a hearing or requests a postponement of a hearing, the number of calendar days of such delay shall be subtracted from any days awarded for back pay, in the event such an award is made. Additionally, in the event of an award that includes any back pay, the amount of the back pay shall be reduced by any unemployment compensation or other pay received by the employee during the time he was not employed by the Sheriff's Office. In such cases, it shall be the responsibility of the employee to provide the Sheriff's Office with copies of any and all pertinent paycheck information, W-2's, or the like before any back pay will be calculated and paid.

PBA GRIEVANCE

Pinellas County Sheriff's Office

Grievance No._____

Please attach any statements or information to support your grievance. Type or print neatly.

NAME (Employee filing): _____Work Phone: _____

Classification: _____Shift:_____Bureau: _____

Date of occurrence of grievance: _____

Article & Section of Agreement alleged to have been violated: _____

_____

Please check appropriate box: STEP 1 ☐ Sheriff STEP 2 ☐ Arbitration

_____

DESCRIBE ALL THE FACTS CONCERNING THE GREIVANCE (date, time, place, persons involved, etc., attach additional pages if necessary): _____

_____

_____

_____

REQUESTED REMEDY: _____

_____

EMPLOYEE/UNION

_____
Signature (Employee filing grievance) Time/Date

_____
PBA Representative Signature Time/Date

ADMINISTRATIVE OFFICE OF THE SHERIFF

_____
Grievance Received By: (Signature)

_____
Time/Date of Receipt

As provided by the PBA contract, I wish to appeal my grievance to Step 2.

_____
Signature (Employee filing grievance) Time/Date

_____
PBA Representative Signature Time/Date

_____
Grievance Received By: (Signature)

_____
Time/Date of Receipt

DISTRIBUTION: Original – Admin. Office of the Sheriff Copies – Human Resources, Employees Bureau, Employee, Union

ARTICLE 12

WORK WEEK AND OVERTIME

Section 1. The Sheriff or his designee shall establish the work week, 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 week will consist of forty (40) hours per week, although nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week.

Section 2. All employees shall be available at all times for the performance of duties beyond the ordinary or normal work week as may be required.

Section 3. Work cycle and overtime. The work cycle for overtime purposes shall be fourteen (14) consecutive days and any hours above eighty (80) that an employee is required to work in a work cycle shall be paid at the overtime rate of time and one-half of the employee's regular rate of pay as defined by the Fair Labor Standards Act (FLSA). Only hours actually worked shall count towards the eighty-hour threshold for determining eligibility for overtime pay.

Section 4. Compensatory time. The Sheriff or his designee may authorize or direct an employee to work overtime, when necessary, in order to meet operating needs or deal with emergency situations. When an employee works overtime, the employee may elect to be paid for the overtime or be awarded compensatory time for the overtime hours worked. Whether an employee elects overtime pay or compensatory time shall be solely at the discretion of the employee. Compensatory time will be accrued for each hour of overtime worked as defined by the Fair Labor Standards Act. Each employee may accumulate compensatory time to a maximum of 240 hours.

Employees on Worker's Compensation drawing full or partial pay as a result of a temporary, total or partial service-connected disability will not receive overtime pay for hospitalization, doctor's visits or other rehabilitative activities, as also stated in the Line of Duty Injuries Article, Section 7.

Section 5. Flex time. Flex time is a scheduling method based upon operational needs of the Sheriff's Office and managed by supervisors which allows employees to take time off during normal duty hours preceding or following approved work outside of normal duty hours. Such time off will be on an hour-for-hour basis. Flex time must be scheduled and used during the same work cycle as the time worked. The supervisor will notify the employee as much in advance as possible of the date and time when the flex time is to be used prior to the start of the time off.

During holiday periods, when daily time entries for payroll are required to be submitted prior to the end of the work period, flex time must be for hours worked and recorded prior to the

submission date of the daily entry. Since the projection of overtime work is prohibited, compensatory time or vacation leave should be used in lieu of flex time.

Section 6. Off-duty court time. An employee who is subpoenaed or otherwise required to appear in Federal, State, County or Circuit Court, or at a driver's license hearing as the result of a matter arising out of the course of the employee's employment shall receive payment for a minimum of two (2) hours or the actual time worked, whichever is greater. If an additional appearance is required on the same day, then actual time worked shall be paid for that and any successive appearances. If an appearance occurs preceding or following the employee's normally scheduled hours of work, the employee is not eligible for the two-hour minimum but will be paid for the time worked. The examples detailed below illustrate and define what "preceding" and "following" an employee's scheduled hours of work mean.

A. Whenever an appearance is set to precede an employee's normally scheduled hours of work by two or more hours, the employee qualifies for the two-hour minimum. For example, an employee whose shift begins at 3 p.m. whose court appearance is set for 1 p.m. qualifies for the two-hour minimum, regardless of the time actually spent at the hearing. An employee whose shift begins at 3 p.m. whose court appearance is set for 11 a.m. qualifies for the two-hour minimum. Whenever an appearance is set to precede an employee's normally scheduled hours of work by less than two hours, the employee shall be paid off-duty court time from the start time of his appearance until the start of his shift, regardless of the time actually spent at the hearing. For example, an employee whose shift begins at 3 p.m. and whose court appearance is set for 1:30 p.m. would receive 1.5 hours of off- duty court time pay. An employee whose shift begins at 3 p.m. whose court appearance is set for 2 p.m. would receive 1 hour of off-duty court time pay.

B. Appearances following an employee's normally scheduled hours of work: Whenever an appearance is set to follow an employee's normally scheduled hours of work and there is a break of time of more than thirty minutes between the end of the employee's shift and the start of the appearance, then the employee qualifies for the two hour minimum. The break is determined by comparing the time the employee actually goes off duty to the time his appearance is scheduled to begin. Otherwise, the appearance is treated as a continuation of the employee's work period. For example, an employee whose end of shift occurs at 3 p.m. and who has an appearance set for 3:30 p.m. would be coded as present from the time his shift began until the end of his appearance.

The above examples presume the employee arrives at the start time of his appearance, which is the time used to determine both the qualification for the two-hour minimum and the hours to be paid. Any employee who is off duty and on authorized court stand-by will be compensated as provided in Section 7 below.

Whenever an employee who is on paid leave (excepting workers' compensation leave, which is addressed separately below) is subpoenaed or otherwise required to appear in Federal, State, County or Circuit Court, or at a driver's license hearing as the result of a matter arising out of the course of the employee's employment, the employee will receive payment for a minimum of two (2) hours, if eligible, or the actual time worked, whichever is greater, and the leave hours reduced accordingly. The examples that follow illustrate the application of this policy, using a single appearance; multiple appearances are paid as indicated elsewhere in this Article. Note that reference to coding hours as court time means use of the pay code 01, "present".

A. An employee takes a week off for vacation purposes, during which time he is scheduled for a court appearance, which lasts for one hour. He would be coded for eight hours of vacation leave for each day of the week, except the day of the court appearance; on that day, he would be coded six hours for vacation leave and two hours for court time.

B. An employee who is scheduled to work evenings takes one shift off for vacation purposes. The employee is scheduled for a State Attorney's investigation at 10 a.m. the same day, which takes 45 minutes. He would be coded for six hours of vacation leave for that shift and two hours for court time.

C. An employee who works midnight shift is out sick for two shifts. He has a State Attorney's investigation set for the morning of the second day he is out sick, which lasts for three hours. He would be coded eight hours for sick leave for the first shift and coded five hours for sick leave and three hours for court time for the second shift.

D. An employee who works midnight shift is out sick for two shifts, as in the above example, and returns to work the third night. He has a State Attorney's investigation set for 10 a.m. the morning after the second shift he is out sick. The investigation takes one hour. In this case, he would be coded eight hours for sick leave for each of the two days he is out sick and coded two hours for court time and eight hours for work time for the third day.

The following example illustrates how court time would be coded for employees who are off but whose absences do not encompass the court time and therefore may not be eligible for the two-hour minimum:

An employee works midnight shift, as in the example above, and is out sick for two shifts. The morning after the second shift absence, he has a State Attorney's investigation, which begins at 8 a.m., which is normally the end of his shift, and ends at 9 a.m. Since he returns to work the night of the State Attorney's investigation and the policy defining when someone is eligible for the two-hour minimum applies, he would be coded eight hours sick leave for the first shift, seven hours sick time and one hour court time for the second shift, and eight hours for work time for

the third shift.

Because workers' compensation leave is coded and paid differently, the three scenarios below address off-duty court time for those receiving workers' compensation and illustrate how it is to be applied when an employee is out on workers' compensation leave.

Employee who is receiving workers' compensation which provides 100% of his pay (full pay status) – In this situation, the employee is receiving his wages without use of any leave and therefore would not receive any court time pay. He is already receiving full pay without the use of any of his leave hours.

A. Employee who is receiving workers' compensation indemnity benefits for 66 and 2/3 of his average weekly wage and is supplementing this pay with use of his accrued leave time – In this situation, the employee would have the amount of leave he used during the week he was required to make an appearance reduced by two hours (or the actual time spent if greater than two hours) and would be coded court time for that time. (Note that this example deals with a single appearance. Multiple appearances on separate days would each result in a minimum of two hours of court time, and multiple appearances on a single day would result in a minimum of two hours of court time for the first appearance and actual time for any additional appearance on the same day, in accordance with the provisions of this Article.)

B. Employee who is receiving workers' compensation indemnity benefits for 66 and 2/3 of his average weekly wage only, with no wage supplement – In this situation, the employee would receive his workers' compensation pay and also be coded two hours for court time, or the actual time spent if greater. (This example also illustrates the effect of a single appearance. Multiple appearances would be handled as indicated above.)

In no event will the combination of the workers' compensation indemnity pay benefit, pay for leave if applicable, and pay for court time exceed the employee's average weekly wage. All of the above examples concerning appearances required when an employee is on paid leave are based upon the actual time of the appearance, which presumes that the employee reports at the stipulated start time and remains until his participation is completed and he is excused.

The above referenced policy concerning off-duty court time is also applicable to appearances required by the State Attorney's Office, Public Defender's Office, or when otherwise required or subpoenaed to testify on behalf of the Sheriff's Office.

Section 7. Off-Duty Court Stand-by Pay. An employee who is required to be on off- duty court stand-by shall be eligible for compensation at his straight time base hourly pay rate for a

maximum of four (4) hours for each day or portion of a day spent on stand-by. An employee who has been placed on stand-by but is informed by 5 p.m. on the business day preceding the day for which the employee has been placed on stand-by that he will no longer be needed on stand-by will not be eligible for off-duty court stand-by compensation. However, an employee informed after 5 p.m. on the business day preceding the day for which the employee has been placed on stand-by that he will no longer be needed on stand-by is eligible for the four hours of stand-by compensation. "Business day" is defined as Monday through Friday, excluding holidays observed by the Sheriff's Office.

If an employee on off-duty court stand-by is called to court, he shall be compensated for the actual time spent on stand-by, up to a maximum of four (4) hours, and also paid for the time spent in court. The time spent in court is work time and shall count towards the computation of overtime hours.

Section 8. Call outs. Emergency call-outs shall be necessary from time to time. Compensation for emergency call-outs shall be computed from the time the employee starts en route to his duty station until he returns home. A minimum of two (2) hours of work time will be credited for emergency call-outs.

Section 9. Exchange of duty time. Exchange of duty time shall be permitted in accordance with Sheriff's Office policy within the Bureaus or Divisions, at the discretion of the Bureau Commanders or Division Commanders, whoever is applicable. Any exchange of duty time must be approved in advance by the appropriate nonunion- represented supervisor(s) impacted by the exchange and shall occur on a shift for shift basis within the same work cycle. An exchange of duty shall not result in a change in pay for either employee involved in an exchange, such as gain or loss of extra pay like shift differential.

Section 10. Secondary employment. Secondary employment shall be offered in accordance with Sheriff's Office policies contained in General Order 4-6.

ARTICLE 13

ASSIGNMENTS

Section 1. The Sheriff or his designee may assign any employee under his jurisdiction to any duties, shift, facility, or Bureau so long as such assignments are deemed to be in the best interest of the Sheriff's Office, except as limited by the provisions of Section 2.

Section 2. Provisions

A. While the Sheriff reserves the right and responsibility to assign personnel depending upon the needs of the organization as stated above in Section 1, the Sheriff has also agreed to permit shift bidding for eligible employees. Sergeants who have satisfactorily completed their probationary period and who are assigned to the North or Central Division of the Patrol Operations Bureau may bid based on classification seniority for the district, shift, and squad to which they wish to be assigned. The bidding shall occur in accordance with the procedures established by the Patrol Operations Bureau.

B. Certain positions at the discretion of management shall be excluded from the bid process in order to facilitate the assignment of probationary sergeants, or for other specific reasons. Sergeants with special skills may be distributed without regard to the bid process if such bid process results in a lack of appropriate distribution of such skills on a particular shift or in a particular district. If management determines that a Sergeant working in a particular district, or on a shift or squad needs to be moved due to concerns about the Sergeant's performance, relationship with his supervisor, peers, or subordinates, or for other reasons, management reserves the right to reassign the individual. Additionally, Sergeants assigned to special units or special functions as determined by the Sheriff or his designee shall be excluded from the bidding process, with said units or special functions being identified in advance of the bidding process.

C. Sergeants assigned to supervise Deputies functioning as Field Trainers in the Patrol Operations Bureau shall be permitted to bid within the group based upon classification seniority. The provisions of Paragraph B. shall also apply to this group of employees.

D. Sergeants assigned to the Court Security Division who have completed their probationary period in Court Security shall be permitted to bid based upon classification seniority in law enforcement with the Sheriff's Office. The provisions of Paragraph B. shall also apply to this group of employees.

Section 3. At the discretion of the Sheriff or his designee, an employee may be laterally transferred and assigned to another position in the same job classification or to another job classification in the same pay grade, provided the employee meets all the eligibility requirements of the position. Such transfer shall not change the employee's pay grade or employee status, although a loss or gain of other pay, such as shift differential or incentive pay may occur. Said loss or gain of other pay is not grievable.

Section 4. In order for employees to make their interest about vacant Sergeant or Lieutenant positions in specialized units known prior to those positions being filled, said positions will be posted on the intranet for at least fourteen (14) calendar days, unless the Sheriff or his designee determines that an exception must be made and the position filled immediately.

Section 5. Both the Sheriff's Office chief pilot and digital forensics unit supervisor shall be designated as a Technical Sergeant. Given the combination of specialized training and skills required for these two positions, each position will be filled by appointment by the Sheriff.

ARTICLE 14

SENIORITY, LAYOFF, AND RECALL

Section 1. Tenure or Sheriff's Office seniority shall be defined as the length of continuous service in full-time employment with the Sheriff's Office since the employee's employment or re-employment and shall continue to accrue during all types of paid leaves of absence and other leaves when specifically provided in the Agreement. Sheriff's Office seniority shall be used to compute vacation leave accrual, service awards, and other tenure-related benefits.

Section 2. Classification seniority shall be defined as the length of service in a classification and shall continue to accrue during all types of paid leaves of absence and other leaves when specifically provided in the Agreement.

Section 3. Probationary period shall be defined as that period of time beginning with an employee's appointment to the classification of Sergeant or Lieutenant and ending not later than twelve (12) months thereafter, unless extended by the Sheriff or his designee for a period of not more than six (6) months for cause. Any absences from duty in excess of thirty (30) calendar days for reasons other than approved compensatory, sick, vacation, FMLA leave, or any time spent on light duty, which cumulatively equal more than eighty (80) hours will be added to and extend the probationary period.

An employee serving a probationary period who does not demonstrate suitability for non-disciplinary reasons for the classification as determined by the Sheriff or his designee shall be notified in writing of the reason(s) and shall be demoted to the classification previously held before the demotion. Failure to demonstrate suitability for disciplinary reasons will result in action as determined on a case-by-case basis depending upon the nature of the disciplinary violations.

Section 4. An employee shall lose his status as an employee of the Sheriff's Office and his seniority as a result of the following:

A. Resignation;

B. Termination/discharge from employment;

C. Retirement;

D. As a result of recall notice, failure to report to the Human Resources Director or her designee within seven (7) calendar days intent to return to work when so notified by certified mail by the Human Resources Bureau, or whenever the employee has spent one (1) year in lay-off status;

E. Any unauthorized absence from work for three (3) or more days, including the failure to return from any paid or unpaid leave of absence, except in a situation wherein failure to notify the Sheriff or his designee and report to work is due to circumstances verified as being beyond the control of the employee which are deemed acceptable by the Sheriff or his designee.

Section 5. In the event of a reduction in force, the Sheriff will consider a number of relevant factors in determining selections for layoff, which include special training and education, certifications, an employee's disciplinary record, performance and seniority. To the extent practicable, as determined by the Sheriff, displacements may occur across all Bureaus, Divisions, Sections, or Units.

Section 6. Employees displaced to another classification and/or demoted shall have their names certified to the eligible register of the class from which they were removed for a period of two (2) years. Likewise, employees who are laid off shall be placed on the eligible register of the classification from which they were laid off for a period of one (1) year. These two groups of employees shall be given the first opportunity for reappointment in the class from which they were laid off in the reverse order from which the layoffs occurred provided the position does not require special skills or certifications. In such cases where special skills or certifications are required, recall will only be offered to qualified employees.

Section 7. Laid off employees shall be paid for one-third of their accumulated sick leave in accordance with General Order 6-15. Laid off employees who are re-employed within one (1) year from the date of layoff shall be credited with the remaining two-thirds sick leave balance accrued at the time of layoff, shall not have their eligibility for earning vacation leave interrupted, and shall be placed in the same pay grade and pay rate they were in at the time of layoff. If changes in grade have occurred during the time of layoff, appropriate adjustments shall be made for the employee.

Section 8. Recall from layoff will be made by certified letter to the last known address in the employee's record with the Human Resources Bureau. It shall be the responsibility of the laid off employee to keep Human Resources advised of his current address. The employee must, within seven (7) days of receipt of the certified letter, notify in writing the Human Resources Director of his intent to return to work. Return to work must occur within thirty (30) days of the receipt of the certified letter unless personal or medical reasons acceptable to the Sheriff or his designee are present and verifiable. In such cases, at the discretion of the Sheriff or his designee, an employee may be granted additional time to report to work.

Section 9. Recall will be offered to laid off employees provided they are able to perform the essential functions of the classification to which they are recalled and provided they still meet all of the Sheriff's Office and State requirements for the classification.

Section 10. An employee who declines recall or fails to respond within the time limit allowed shall be presumed to have resigned and his name removed from the recall list.

ARTICLE 15

LINE OF DUTY INJURIES

Section 1. An employee who sustains a service-connected injury while acting within the course and scope of his employment shall be entitled to workers' compensation benefits provided in accordance with Florida law. An injury shall be determined to have been incurred while on duty only if such injury is a compensable injury under Florida law. If injury is caused by known refusal of the employee to use a safety appliance or device, medical benefits will be reduced by 25%.

Section 2. An employee who is maliciously or intentionally injured and thereby sustains a service-connected injury shall be carried in full-pay status rather than being required to use sick, vacation or other leave. Full pay status shall be granted only after submission to the Sheriff of a medical report which gives a current diagnosis of the employee's recovery and ability to return to work. In no case shall the employee's salary and workers' compensation benefits exceed the amount of the employee's average weekly wage.

Section 3. Any other employee who sustains a service-connected injury that is compensable under the workers' compensation law shall be carried in full-pay status for a period not to exceed 112 working hours immediately following the injury or for a maximum of eighty (80) work hours if taken intermittently, without being required to use accrued leave credits. The 112 working hours or eighty (80) work hours taken intermittently of full-pay status may be extended at the discretion of the Sheriff. An employee with a service-connected injury in full-pay status in accordance with this Article will continue to receive all benefits. An employee receiving shift differential pay when the service-connected injury occurs may continue to receive such pay for no more than five (5) consecutive normally scheduled work days if not present for duty. (See Article 16, Section 2.)

Section 4. If the employee receives workers' compensation benefits for this period of leave with pay, the employee shall reimburse the Sheriff's Office for the amount of monies received which exceed 100% of the member's average weekly pay. Reimbursement of such excess payments shall be made to the Fiscal Affairs Bureau within five (5) work days after each payment exceeding 100% of the employee's average weekly pay. Such reimbursement shall not include payments for medical, surgical, hospital, nursing, or related expenses, or lump sum or scheduled payments of disability losses. At no time will any combination of benefits exceed the employee's average weekly wage.

Section 5. At the conclusion of the period during which an employee is carried on full-pay status as a result of a service-connected injury, the employee may elect to supplement workers' compensation benefits. The employee may elect to supplement such compensation payments by use of sick leave or vacation leave, or any combination thereof. However, at no time will any

combination of benefits exceed the employee's average weekly wage. The accrual of sick leave and vacation leave under this method will be based on the actual amount of leave used to supplement compensation payments.

Section 6. If the employee elects to supplement his or her workers' compensation payments, as described above, the employee shall notify Fiscal Affairs in writing of such election, within seven (7) days of the compensable injury or as soon thereafter as is practicable. Should the employee subsequently desire to cancel or alter any such election, the same shall be submitted in writing to Fiscal Affairs.

Section 7. An employee receiving payment under workers' compensation for a service-connected injury will not be eligible for overtime compensation with the following exceptions: when an employee is subpoenaed or otherwise required to appear in court or at a driver's license hearing as the result of a matter arising out of the course of the employee's employment.

Section 8. Employees who must seek initial emergency medical treatment for a workers' compensation injury and are detained by the medical facility beyond their normal scheduled workday will be compensated at their base hourly rate of pay. Initial emergency medical treatment shall occur at the time the employee sustains such injury requiring emergency treatment. Compensation shall not exceed four (4) hours and is not considered to be time worked for FLSA purposes. Employees affected by this provision shall report their time in accordance with the provisions established by the Sheriff's Office.

Section 9. Procedures established by the Sheriff's Office shall be followed for documentation of leaves of absence for treatment of work-related injuries when appointments conflict with an employee's assigned work schedule.

Section 10. Once an employee has reached maximum medical improvement (MMI), any further follow-up appointments or treatments for a work-related injury which take place during the employee's assigned work schedule and are no more than a full work day in length may be completed on administrative leave. Appointments should, whenever possible, be scheduled on dates and times the employee is not scheduled to work. However, if follow-up appointments or treatment conflict with the employee's work schedule, administrative leave may be used.

Section 11. When a physician certifies that an employee is temporarily unable to perform the essential job functions of his position, is unable to successfully complete the physical abilities test as provided by Sheriff's Office policy, is unable to complete in- service training, or unable to complete firearms training, then an attempt will be made to provide the employee with a light duty assignment. Said light duty shall be offered solely at the discretion of the Sheriff or his designee.

Section 12. No employee shall continue in an active service capacity in less than full duty status or be absent from duty due to any condition resulting from a work-related injury or illness that renders the employee unable to perform the essential functions of his job classification for a

period in excess of 270 calendar days in any twelve-month period, including completion of in-service training, firearms training, or the physical abilities test.

In the event any of the above should occur, the employee will either be transferred to an existing open position for which he qualifies and for which he is capable of performing the essential functions of the job classification with or without reasonable accommodation or transferred to inactive service status in accordance with the provisions of the Sheriff's Office. However, the Sheriff may grant an extension to the time frames in this Section in situations wherein an individual has been seriously injured in the line of duty under extraordinary circumstances or where the Sheriff deems that a defined extension would be exceptionally beneficial to the Sheriff's Office.

ARTICLE 16

WAGES

Section 1. Pay Ranges. Pay ranges for Fiscal Year 2026-2027 for employees covered by the terms of this Agreement shall be as follows:

Sergeant	$ 102,221 - $114,326
Lieutenant	$ 116,613 - $133,343

See Appendix B for detailed step information found at the end of this Article. An employee who is not at the maximum step of the pay plan shall receive a step increase in the paycheck for the payroll period in which the employee's classification anniversary date occurs.

Section 2. Shift Differential. Shift differential pay of 5% of base pay shall be paid to those employees who regularly work a shift where the majority of the hours worked falls after 5 p.m. and before midnight. Shift differential pay of 10% of base pay shall be paid to those employees who regularly work a shift where the majority of the hours worked falls after midnight and before 6 a.m. or where the employees are assigned to an eleven and one-half (11.5) or twelve (12) hour shift designated as a night shift. Temporary shift or duty assignments of less than ten (10) work days, or eighty (80) work hours if the employee is on a work schedule other than a five-day, eight-hour work week, shall not entitle the employee to shift differential pay.

The employee's effective date for shift differential pay will be the first day of a pay period, except in emergency situations as determined by the Sheriff. Retroactive pay adjustments for shift differential pay are not authorized unless approved by the Sheriff or his designee.

Shift differential pay will not be paid when an employee is absent from work for the following reasons: suspension without pay, approved workers' compensation except when in a full-time status in accordance with General Order 6-14, requested leave of absence without pay, sick leave after fifteen (15) consecutive calendar days except for approved FMLA leave, or when placed in inactive service status.

Section 3. Assignment pay. The assignment pay as detailed in Appendix A of this Article shall be the amount shown but will be paid on a biweekly basis. In order to be eligible for assignment pay, the employee must be assigned to the applicable unit, squad, etc. (e.g., the Flight Unit) or designated as an active member of a particular team or is appointed to and used to perform a particular function (e.g., the Dive Team, negotiator).

Section 4. Canine (K-9) Sergeant pay. Employees who are assigned as K-9 Sergeant and who have an assigned canine to care for shall receive 1.5 hours pay per day (i.e., 21.0 hours per pay period) at the current minimum wage established by the State of Florida for time spent caring for the canine outside of their normal duty hours. Advance approval shall be required from the

appropriate Bureau Commander or his designee before a K-9 Sergeant can work any additional hours in the care and maintenance of his canine. K-9 pay will not be paid to a Sergeant when he uses vacation time and places the canine at the kennel or when he is on sick leave.

Section 5. Acting pay. When it is necessary for a Sergeant to assume the responsibilities of a Lieutenant for a period of more than thirty (30) calendar days, the employee shall receive the minimum Lieutenant pay or a 5% increase, whichever is greater, for the duration of the assignment and retroactive to the beginning of the assignment.

Section 6. Per diem and mileage reimbursement pay. Reimbursement of eligible expenses shall be paid in accordance with the provisions of General Order 2-13.

Section 7. Reopener. Section 1 of this Article shall be reopened and bargained between the parties the second and third years of this Agreement.

Appendix A

Assignment Pay

Pay Type	Annual*
AID Assignment – Sergeant	**
AID Assignment – Lieutenant	**
Clandestine Drug Laboratory Investigator	1,520.48
Command Bus Driver	800.02
Court Security Response Team	1,520.48
Critical Incident Stress Management Team	800.02
Crowd Management Team CMT	1,520.48
CVSA Examiner	1,690.00
DIU Specialty – Sergeant	**
Dive Team	1,520.48
Field Training – Sergeant	1,950.00
Flight Pay – Level 3	5,200.00
Flight Pay – Level 2	3,900.00
Flight Pay – Level 1	2,600.00
GPV Driver	800.02
HAZMAT	1,520.48
HR Investigator	2,000.44
Honor Guard	800.02
ILP Assignment – Sergeant	**
IOB Assignment – Sergeant ***	**
IOB Assignment – Lieutenant ***	**
Major Accident Investigation Team	1,520.48
Marine Unit	1,520.48
Mental Health Unit – Sergeant	1,520.48
Negotiator	800.02
Public Information Office – Sergeant	**
Polygraph	1,690.00
Professional Standards Bureau – Lieutenant	**
Robot Operator (SWAT)	800.02
SWAT	1,780.48
Arson	2,600.00

*As noted, assignment pay is paid biweekly.

**The annual amount of this assignment pay will be 10% of the employee's base annual salary, paid on a biweekly basis.

*** To qualify for IOB assignment pay, the employee must be assigned to CID (Crimes Against Persons and Property Crimes), Tactical Investigations Section, CPID, or Narcotics.

Appendix B

Step Pay Plans

Effective October 4, 2026

Sergeant Step Pay Plan:

Entry	1	2	3	4	5
$102,221	$104,467	$106,767	$109,116	$111,517	$114,326

Lieutenant Step Pay Plan:

Entry	1	2	3
$116,613	$121,276	$126,128	$133,343

ARTICLE 17

EMPLOYEE BENEFITS

Section 1. Pension. The pension plan for eligible employees of this bargaining unit is provided through the State of Florida, Florida Retirement System (FRS) in accordance with terms and provisions contained in Florida Statutes, which currently includes provisions for a Deferred Retirement Option Program.

Section 2. Health and Life Insurance. The Sheriff will continue to offer to employees of this bargaining unit the same health and life insurance programs being offered to other Sheriff's Office employees.

Due to the changing nature of the health insurance market, the Sheriff retains the right during the term of this Agreement to develop plan changes or to change carriers in order to reduce costs or for other reasons. Changes to the level and types of benefits shall be subject to bargaining as provided by law. Rates paid by the employee will be established by the Sheriff.

Retiree Health Insurance. Each employee covered by the terms of this Agreement who retires from employment with the Pinellas County Sheriff's Office and simultaneously draws Florida Retirement System benefits will be afforded the opportunity to retain his health insurance.

Employees hired on or after January 1, 1996 - These employees will be eligible for health insurance coverage as detailed in General Order 6-17, which includes a subsidy for those who qualify. The subsidy amount will not be changed without first providing notice to the Union and bargaining as required by state law.

Section 3. Pre-Tax Program. The Sheriff agrees to continue all existing pre-tax programs (Internal Revenue Service Code, Section 125) currently in existence so long as permitted and provided by law and/or Internal Revenue Service Code.

Section 4. Tuition Reimbursement. The Sheriff's Office will offer an educational assistance program wherein eligible employees will be reimbursed up to $1,500 per fiscal year (October 1 through September 30) for educational assistance. This program is authorized by the Sheriff and may be amended or terminated at the direction of the Sheriff. Administration of the program will be in accordance with the policies set forth in General Order 4-3.

Section 5. Employee Assistance Program (EAP). The Sheriff agrees to continue providing an Employee Assistance Program to employees whereby employees may seek assistance for such issues as marital and family problems, financial problems, alcoholism and substance abuse, or other personal problems. Participation in the EAP is normally voluntary and confidential. However, the Sheriff reserves the right to mandate participation in the EAP as a condition of continued employment or in accordance with the provisions of General Order 4-16. Mandatory participation in the EAP as a condition of continued employment will require that the employee authorize release of any records related to treatment in order that the Sheriff or his designee can monitor progress.

ARTICLE 18

VACATION LEAVE

Section 1. All employees shall earn annual leave in accordance with the following schedule which is based on continuous employment:

- one hundred forty (140) hours a year (.0673 per hour) for the first through the third year;
- one hundred forty-eight (148) hours a year (.0712 per hour) for the fourth through the fifth year;
- one hundred fifty-six (156) hours a year (.0750 per hour) for the sixth through the seventh year;
- one hundred sixty-four (164) hours a year (.0788 per hour) for the eighth through the eleventh year;
- one hundred seventy-two (172) hours a year (.0827 per hour) for the twelfth through the fourteenth year;
- one hundred eighty (180) hours a year (.0865 per hour) for the fifteenth year until retirement.

No accumulation of vacation leave is authorized for any time worked beyond the standard forty (40) hour workweek. Computation for this leave will be made based upon the number of hours actually worked, and under a ratio which reflects the direct proportion that those number of hours bear to the standard forty (40) hour workweek. Vacation leave is taken at the discretion of the employee's supervisor and approved by the respective Bureau or Division Commander, or Chief Deputy if applicable, subject to the current needs of the Bureau or Division.

Section 2. All employees who are entitled to vacation leave may accumulate such leave to the maximum detailed below, which is based on continuous employment:

SCHEDULE OF ACCRUAL MAXIMUM

Vacation Leave	Annual Accrual	Maximum Accrual
0 - 3 yrs.	140 hours	600 hours
4 - 5 yrs.	148 hours	600 hours
6 - 7 yrs.	156 hours	600 hours
8 - 11 yrs.	164 hours	687 hours
12 - 14 yrs.	172 hours	687 hours
15 + yrs.	180 hours	744 hours

Section 3. An employee shall not earn vacation leave while in a non-pay status such as leave of absence without pay, suspension without pay, or while assigned to Inactive Service. Further, should an employee use his vacation leave in conjunction with his resignation or retirement, the employee shall not earn vacation leave during such leave period.

Section 4. No employee shall be eligible to use vacation leave that has not already been earned as provided in Section 1.

Section 5. An employee's request for vacation leave shall be approved or disapproved by the employee's Bureau or Division Commander or designee, or Chief Deputy if applicable. The date on which the vacation leave is to begin and the date on which the employee is to return to work shall be specified in all requests for vacation leave. The determination of the Bureau or Division Commander, or Chief Deputy if applicable, on the matter of vacation leave schedules shall be final.

Section 6. Vacation leave shall only be charged for absence for a day which an employee would otherwise work and receive pay. Absences from work for vacation leave shall be charged according to the actual number of vacation leave hours used by the employee.

Section 7. Upon separation from the Sheriff's Office, employees shall receive a lump sum payment for unused vacation leave based on the schedule detailed below, provided they have served at least twelve (12) months continuous service immediately prior to separation. (See also Section 13.)

UNUSED VACATION LEAVE SCHEDULE

Years of Service	Maximum Paid Hours
0 - 7	480 hours
8 - 14	567 hours
15 + years	624 hours

Such payment shall be calculated on the employee's base hourly pay rate at the time of separation or death exclusive of all shift differential, biweekly adjustments, salary incentive pay or any other addition beyond the base rate. No such payment shall be made to employees who have served less than twelve (12) continuous months immediately prior to separation. In the event of an employee's death, payment for such leave shall be made to the person or persons authorized under Section 222.15, Florida Statutes, regardless of the amount of time served by the deceased employee.

Section 8. Payment for vacation leave shall, except for the conditions provided in Section 7 above, be made on the employee's next regular pay day and advance payment for such leave shall be prohibited.

Section 9. Employees using vacation leave after the effective date of their promotion or demotion to a higher or lower job classification shall receive vacation leave pay at the base hourly rate in effect at the time the vacation leave is taken.

Section 10. At the discretion of the Sheriff, permanent status employees may exchange any accumulation of annual vacation leave which exceeds eighty (80) hours for their respective base hourly rate of pay up to the cap of hours established by the Sheriff. This sum may be placed in one of the Agency approved deferred compensation programs or exchanged for cash. This exchange shall be done at a time designated by the Sheriff.

Section 11. Except for the provisions as set forth in Sections 7 and 10 above, payment in lieu of vacation leave shall be prohibited.

Section 12. Personal Leave.

In addition to the vacation leave provided above, employees shall be granted thirty-six (36) hours of personal leave each calendar year. These hours will be accrued and received by each employee in the first paycheck of the calendar year. The hours must be used within the calendar year or forfeited at the end of the year; no hours will be carried over to the following calendar year.

Employees who are out on a leave of absence without pay at the beginning of the calendar year will receive a prorated amount of personal leave hours based upon their return to work. An employee returning during the first quarter of the calendar year will receive thirty-six (36) hours of personal leave. An employee returning during the second quarter of the calendar year will receive twenty-seven (27) hours, and an employee returning during the third quarter of the calendar year would receive eighteen (18). An employee who does not return until the fourth quarter of the year will receive no personal leave that year.

New employees hired during the year will receive personal leave as follows: employees with a start date during the first quarter of the calendar year will receive thirty-six (36) hours, employees with a start date during the second quarter of the calendar year will receive twenty-seven (27) hours, and employees with a start date during the third quarter of the calendar year will receive eighteen (18) hours. Employees with a start date during the last quarter of the calendar year will not receive any personal leave for that year.

Personal leave hours should be used first during the calendar year for any time off from work before an employee may use either vacation leave or compensatory time. An employee shall follow the same procedure for requesting use of personal leave as vacation leave. Personal leave hours will be maintained in a separate leave bank for each employee and will not count towards the accrual maximums specified above in Section 2.

In accordance with Section 10 above, personal leave hours may also be exchanged by the employee for his base hourly rate of pay, although the combined number of hours of personal leave and vacation leave shall not exceed the cap established by the Sheriff on the number of hours which can be exchanged. Additionally, personal leave hours may be exchanged for pay regardless of the number of vacation leave hours in an employee's vacation leave account.

Section 13. Leave Payoff.

Lump sum payoffs for vacation leave and personal leave for those employees who qualify for the agency's IRS 401(a) qualified retirement plan shall be deposited into the plan, subject to the requirements and limitations of the plan.

ARTICLE 19

SICK LEAVE

Section 1. The intent of paid sick leave is to provide insurance against loss of salary resulting from absences compelled by illness or other circumstances specified below over which the employee has little or no control. Sick leave may qualify under the Family Medical Leave Act of 1993 (FMLA), as detailed in General Order 6-18.

Section 2. All employees shall be entitled to earn sick leave. An employee shall be eligible to utilize sick leave once earned regardless of the length of service.

Section 3. Sick leave is divided into two categories: (1) Personal Sick Leave, and (2) Family Sick Leave.

1. Personal Sick Leave

   a. For the employee's unanticipated personal illness.

   b. For the employee's scheduled personal medical and dental appointments.

2. Family Sick Leave due to illness:

   a. in the employee's *immediate* family (spouse, parent, child, sister or brother of the employee);

   b. of a guardian;

   c. or of any person residing in the household if such person is related to the employee by marriage or by bloodline.

Section 4. Sick leave shall be earned at the rate of .0462 per hour, accumulating to a maximum of 96 hours annually. No accumulation of sick leave is authorized for any time worked beyond the standard forty (40) hour workweek. Computations for this leave will be based on the number of hours actually worked, and under a ratio which reflects the direct proportion that those number of hours bear to the standard forty (40) hour workweek. There is no maximum accrual limit for accrued sick leave.

Section 5. An employee shall not earn sick leave while in a non-pay status such as leave of absence without pay, suspension without pay or while assigned to Inactive Status. Further, should an employee use sick leave in conjunction with his resignation, such employee shall not earn sick or vacation leave during such leave period.

Section 6. All sick leave requests shall be made in accordance with the provisions established by the Sheriff or his designee. An absence in excess of three (3) days shall require proof of illness by a health care provider on a Physician's Medical Certification Form. Use of sick leave for false claims of illness, injury, or exposure to contagious disease, or falsification of proof to justify such sick leave shall be cause for dismissal. Employees failing to notify and report to their supervisor for three (3) consecutive days shall be considered as having resigned.

Section 7. When a physician certifies that an employee is temporarily unable to perform the essential job functions of his position, is unable to successfully complete the physical abilities test as provided by Sheriff's Office policy, is unable to complete in- service training, or unable to complete firearms training, then an attempt will be made to provide the employee with a light duty assignment. Said light duty shall be offered solely at the discretion of the Sheriff or his designee.

Section 8. An employee who has exhausted all accrued leave will continue in a leave without pay status. Once on leave without pay (for other than the employee's own illness) and FMLA entitlement is exhausted (if applicable), the leave is subject to approval by the Sheriff or designee. An employee taking leave without pay shall be responsible for medical, dental, life and disability insurance premiums normally made by the Sheriff's Office on behalf of the employee depending on the length of the leave of absence. Unless there are documented medical reasons for the employee not returning to duty at the expiration of the time period as stated in the employee's original request for medical leave, the employee shall be considered to have resigned the position, which may then be filled through the normal process. A request for extension of leave due to complications or extenuating circumstances documented by the attending physician shall be forwarded through the chain of command for the Sheriff's or his designee's approval or denial.

Section 9. In all cases where an employee alleges an inability to perform the essential functions of his position or job classification for any reason, the Sheriff reserves the right to obtain a second opinion from a physician of his choosing concerning the employee's fitness for duty. In the case of leave which qualifies as FMLA leave, additional opinions will be obtained in accordance with the provisions of the Act.

Section 10. Accumulated sick leave shall be forfeited upon separation from the Sheriff's Office if the employee has less than one (1) year of continuous employment. Upon separation after one (1) year of continuous employment, payoff shall be accomplished in accordance with the provisions of General Order 4-1 and General Order 6-10.

Section 11. The lump sum terminal payment shall be calculated on the base hourly rate received by the employee at the time of his separation or death exclusive of all shift differential, bi-weekly adjustments, salary incentive or any other addition beyond the base rate.

Section 12. Payments made in accordance with this Article shall not be considered in any State-administered retirement system as salary payments and shall not be used in determining the average final compensation of a member in any State-administered retirement system.

Section 13. Sick Leave Conversion. All employees shall be eligible for sick leave conversion in accordance with the provisions of General Order 6-10. The payroll year for conversion purposes shall be defined as any day of the pay period which is paid on or after January 1st and continuing through the last day of the pay period paid on or before December 31st of each year. Employees appointed during the payroll year will be allowed a pro-rated amount based upon their hire dates if their employment extends through December.

Section 14. It shall be the policy of the Sheriff's Office to permit employees to donate accrued sick leave or vacation leave to another employee for a medical condition. Such donations may take place only after all of the employee's accrued personal leave banks have been exhausted. The affected employee must request such donations of time and the request must be approved by the Sheriff or his designee prior to any announcement regarding the request being distributed within the agency. The request for donation expires as specified in General Order 6-10. Sick leave or vacation leave donated by employees in a pay grade which is lower or higher than that of the receiving employee will not be on an hour for hour basis but will be computed on the basis of a prorated scale based upon the donating employee's base hourly rate of pay. Sick leave donated in accordance with this policy will not reduce the amount of unused accrued sick leave to be converted to accrued vacation leave.

Section 15. No employee shall continue in an active service capacity in less than full duty status or be absent from duty due to any non-work-related condition that renders the employee unable to perform the essential functions of his job classification for a period in excess of 150 calendar days in any twelve-month period, including inability to complete in-service and firearms training and successfully complete the physical abilities test. In the event any of the above should occur, the employee will either be transferred to an existing open position for which he qualifies and for which he is capable of performing the essential functions of the job classification with or without reasonable accommodation or transferred to inactive service status in accordance with the provisions of the Sheriff's Office General Orders.

Employees absent or otherwise unable to work full duty due to work-related injuries or illness are covered by the provisions of Article 15 in this Agreement.

ARTICLE 20

HOLIDAYS

Section 1. The following days shall be observed as holidays for the duration of this Agreement:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Good Friday	Friday before Easter
Law Enforcement Appreciation Day	May 1
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25th

Section 2. If Christmas or New Year's Day falls on Tuesday or Thursday, the preceding Monday or following Friday shall also be recognized as a holiday.

Section 3. If any of the above recognized holidays fall on Saturday, the preceding Friday shall be observed as a holiday, and if the recognized holiday falls on a Sunday, the following Monday shall be observed as a holiday.

Section 4. The Sheriff may, at his sole discretion, designate additional holidays beyond those specified above.

Section 5. All employees shall be allowed leave of absence with pay on every recognized holiday, except that holidays with pay shall not be given to an employee if he is on a leave of absence without pay or suspension. In the event any person's work schedule, in the opinion of the respective Bureau or Division Commander, or Chief Deputy if applicable, will not permit such leave of absence, such employee shall be compensated for the holiday at his base hourly rate of pay and also shall be compensated for time worked on the holiday at his regular hourly rate, or overtime rate if applicable.

Section 6. If a recognized holiday falls on an employee's day off, the employee shall be compensated by leave of absence with pay on another day through the award of compensatory time for the holiday for the same number of hours he is normally scheduled to work each day. The employee may use this compensatory time as decided by the employee and /or supervisor. Alternatively, the employee may receive holiday pay at his base hourly rate of pay for the same

number of hours he normally is scheduled to work each day.

Section 7. In the event a recognized holiday falls during an employee's vacation leave with pay or while on "sick leave" with pay, the holiday shall not be charged against the employee as vacation or sick leave.

Section 8. Employees who are on paid leave, such as administrative leave, workers' compensation, or military leave, shall receive the holiday with pay and such time will not be charged against the employee's accumulated leave bank. In no event will an employee receive additional holiday pay during leave time.

ARTICLE 21

FUNERAL/BEREAVEMENT LEAVE

Section 1. An employee shall be granted up to three work days of leave of absence with pay for bereavement in the event of the death of any person residing in the employee's household or any member of the immediate family of either the employee or the employee's spouse.

Section 2. The immediate family shall be defined as the spouse, child, parent, foster parents, sister, sister-in-law, brother, brother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepchildren, stepbrother, stepsister, half-brother, half-sister, grandparents, and grandchildren. (Foster parent means the individual who provided parental care for the member or spouse during a major portion of the pre-adult years.)

Section 3. A five work day leave of absence with pay shall be granted for attendance at an out-of-state funeral for an immediate family member as defined in Section 2. Such employee may be granted, at the discretion of the Sheriff, additional time for funeral leave which shall be charged to the employee's accrued vacation or compensatory leave banks.

Section 4. An employee may also use funeral/bereavement leave provided in this Article for the attendance of a funeral for a member of the immediate family of either the member or the member's spouse when the immediate family member is killed in combat while serving in the U.S. military or is killed in the line of duty while serving as a law enforcement or corrections officer. For purposes of this Section only, aunts, uncles, cousins, nieces, and nephews are included in the definition of immediate family, as well as those other family members listed in Section 2.

ARTICLE 22

MILITARY LEAVE

Section 1. An employee commissioned as a reserve officer or enlisted personnel in the United States military or naval service or is a member of the National Guard who is ordered to active military service shall notify his/her chain of command, Human Resources, and Fiscal Affairs – Payroll, verbally or in writing and must present his/her official orders upon receipt.

Section 2. Active Military Service Leave: Upon presenting the appropriate orders, eligible employees shall receive full pay for the first thirty (30) days for federal military service (including initial entry into military service) equal to or greater than 90 consecutive days. Leave granted under this Section shall not be charged against the employee's accumulated annual leave. A wage extension may be requested and granted at the discretion of the Sheriff. Employees who are requesting the military wage extension must provide Fiscal Affairs – Payroll with a Leave and Earnings Statement. The employee's base pay, as itemized on the Leave and Earnings Statement will be used to determine the amount of wage extension necessary to bring his or her total salary to the level earned at the time he or she was called to active military service.

Section 3. Training Military Leave: Upon presenting the appropriate orders, eligible employees shall receive military leave with pay in accordance with state and federal law. Such leave with pay, whether continuous or intermittent, shall not exceed 240 working hours in any one annual period. The annual period is defined as a calendar year (January-December). Leave granted under this Section shall not be charged against the employee's accumulated annual leave. Training military leave of absence requiring additional or longer periods of time for assignment to duty functions of a military character shall be approved without pay.

Section 4. Leave granted under this Article shall not be charged against the employee's accumulated annual leave balances. However, the employee may choose to exhaust accrued vacation, personal leave, and compensatory leave to cover extended military unpaid leave while on extended active-duty military service leave or military training.

Section 5. The employee will retain all seniority rights, promotional status, health insurance, and retirement privileges as required by the Uniformed Services Employment and Reemployment Rights Act (USERRA) upon return to work from paid or unpaid military leave.

Section 6. Upon being released from active duty, the employee must return to work for a minimum of one (1) calendar month to be entitled to full FRS retirement credit for the period of active duty. (For example: an employee returning on December 15 is not eligible for full FRS retirement credit until completing service time through January 31.)

ARTICLE 23

LEAVES OF ABSENCE

I. Administrative Leave with Pay

Section 1. Administrative leave with pay is authorized solely at the discretion of the Sheriff for particular and extenuating circumstances affecting an employee of this bargaining unit. Several exceptions exist as follows. First, requests for Administrative Leave for treatment of work related injuries will be submitted to the Bureau or Division Commander, or Chief Deputy if applicable, for approval. Second, employees placed on non-disciplinary administrative relief from duty in accordance with General Order 13-3, (Deadly Force), will be notified verbally and in writing by the Inspections Bureau Commander or his designee. Third, a designee of the Sheriff has been appointed to approve administrative leave for recipients of the Safe Driver Award, which is provided in accordance with General Order 4-11.

Section 2. Administrative leave is granted for only those days when the employee would normally report for duty. Such leave is not granted for days when the employee is in a non-duty status, for example, normal days off, vacation leave, etc.

Section 3. An employee assigned to the second or third shift will continue to receive shift differential pay while on administrative leave at the discretion of the Sheriff. A member on such leave which is approved for thirty (30) or more calendar days will be reassigned to the first shift for the entire duration of leave.

Section 4. While on administrative leave, overtime will be paid only for emergency call-out or when required to appear before the Court, State Attorney, Professional Standards Bureau, or for depositions, on normally scheduled days off, in conformance with the provisions of this Agreement.

Section 5. Employees eligible for bi-weekly adjustment pay will continue to receive the pay for the period of administrative leave at the discretion of the Sheriff. Employees on such leave which is approved for thirty (30) or more calendar days will not receive the bi-weekly adjustment pay for the entire duration of the leave.

Section 6. Administrative leave due to an Agency-required psychological evaluation to determine an employee's fitness for duty shall not exceed the number of days necessary to schedule the evaluation with the Agency's psychologist and obtain the results. Absences beyond the receipt of the results by the Agency shall be charged against the employee's accrued leave. The Sheriff or his designee may make exceptions to the time frame in cases involving shootings or other critical incidents, but in no event shall the administrative leave extend beyond thirty (30) calendar days.

Section 7. One work day of administrative leave will be awarded to all employees for the referral of a candidate who is hired for any permanent position within the Sheriff's Office, with the exception of employees of the Human Resources Bureau, or a member who refers a candidate for employment and subsequently participates in the oral review process of that candidate. This program will continue at the discretion of the Sheriff and shall be administered in accordance with the provisions of General Order 6-10.

Section 8. Any employee serving as an organ donor or bone marrow donor may take paid leave that will not be deducted from the employee's accrued leave (vacation, sick, or compensatory time). An employee may, in any calendar year, use leave under this provision not to exceed seven (7) work days as a bone marrow donor and not to exceed thirty (30) work days to serve as an organ donor.

II. Leave of Absence with Pay

Section 1. Jury and Witness Duty. A leave of absence with pay shall be granted to an employee to perform jury duty or testify as a witness in a duty-related or law enforcement related matter when legally required and upon presentation of a summons or subpoena to appear in court. Such leave of absence shall not be charged against the employee's accumulated leave. An employee assigned to the second or third shift who is granted such a leave of absence for jury duty will be excused from duty without loss of shift differential pay while performing jury duty.

Section 2. Training and Education. The Sheriff may authorize leave with pay to an employee in order to secure special educational training directly appropriate to the employee's position, to visit other governmental agencies, or for other approved training for the systematic improvement of the knowledge or skills required in the performance of the employee's work.

Section 3. Other leave. Upon approval of the Sheriff, other leaves of absence with pay may be allowed if such leave is deemed by the Sheriff to be in the best interest of the Sheriff's Office.

III. Leave of Absence without Pay

Section 1. Leave of absence without pay for employees shall be allowed, up to a maximum of one (1) year, upon recommendation by the respective Bureau or Division Commander, or Chief Deputy if applicable, and approval of the Sheriff. Should an employee decide to exercise this option, any leave of absence taken in excess of sixty (60) calendar days would require a thirty (30) calendar day notice of return to duty. This notice in no way guarantees that any position would be available. If, at the end of the leave of absence, a vacancy is not available in the classification the employee was in at the time the leave was taken, the employee will be placed on the eligibility list for that classification for up to one (1) year and will be considered for rehire should a vacancy occur, if the employee is still qualified to hold the position and can perform the essential functions of the classification. At the time the leave is approved, the employee will be

informed of the terms of this Section.

Section 2. Disciplinary suspensions shall be considered leave of absence without pay at the discretion of the Sheriff, in accordance with General Order 10-2.

Section 3. Leave of absence without pay may be granted for any other reason deemed to be in the best interest of the Sheriff's Office and approved by the Sheriff. Such leaves shall not exceed one (1) year.

Section 4. All employees must complete one (1) full year between anniversary dates, exclusive of any leave of absence without pay, to be eligible for a step increase. The anniversary date will be adjusted accordingly to ensure the completion of the full year.

Section 5. An employee taking a leave of absence without pay in excess of thirty (30) calendar days shall not accrue seniority during the period of such leave except when taken under the provisions of General Order 6-18, Family Medical Leave. Probationary employees must complete the full year of employment in accordance with the provisions specified in Article 14, Section 3 prior to obtaining permanent status.

Section 6. Any employee who is granted a leave of absence without pay in accordance with the above provisions shall be responsible for all insurance costs incurred if the leave extends for thirty (30) calendar days or more, except under the provisions of FMLA. These costs shall consist of, but shall not be limited to, the current premium rate for employee medical, dental, life, and long-term disability coverage.

ARTICLE 24

RESIDENCY

Section 1. All employees covered by this Agreement shall be required to maintain a bona fide residence within the geographic limits of Pinellas, Pasco, Hernando, Hillsborough, or Manatee Counties. Any employee who was classified as a Bailiff Sergeant and who lived outside of these geographic limits as of October 1, 2004, or any Sergeant who was living outside of Pinellas County as of May 1, 1987, who was permitted to continue living outside of Pinellas County as long as he maintained the same residency, shall not be required to meet these requirements until and unless he makes a change in residence. All applicants shall attest that they understand the Sheriff requires all certified employees to reside within these aforementioned boundaries. New employees to whom these residency requirements apply shall have three (3) months upon hire to move within these boundaries although the Sheriff may grant an extension of up to three (3) months for good cause.

Section 2. Special teams, Units, or functions. The parties agree that certain positions within the Sheriff's Office by the nature of the duties and responsibilities require the ability to respond to a call out in a timely manner (e.g., SWAT, Homicide). While residence outside of Pinellas County will not automatically exclude an employee from appointment to one of these positions, the ability of the employee to respond in a timely manner will be a consideration whenever vacancies in these types of positions are filled.

Section 3. Vehicles. Employees shall continue to be provided with either an assigned take home vehicle, an assigned fleet vehicle, or the use of a pool vehicle in accordance with the provisions of General Order 15-1. The parties agree no additional take home vehicles will be discontinued without providing the PBA with at least ninety (90) days written notice and the opportunity to bargain the impact of the decision. The parties further agree that elimination of a position or positions which include a take-home vehicle will not be considered a reduction in the take-home vehicle program.

The rate for mileage reimbursement may be amended after negotiation with the PBA. At his sole discretion, the Sheriff may, after providing the PBA with at least thirty (30) calendar days notice, discontinue the practice of allowing take home vehicles to be driven to out-of-county residences. Should the out-of-county privileges be discontinued, the policy of parking assigned vehicles at designated sites as referenced above shall be followed.

Assigned fleet and pool vehicles shall be parked at the facilities so designated by the appropriate Bureau or Division Commander, although the Commander has the discretion to permit an assigned fleet vehicle or pool vehicle to be driven to an employee's residence when the need arises.

All employees driving Agency vehicles are strongly encouraged to maintain personal non-owned vehicle insurance coverage since failure to do so could result in increased liability for the employee.

In extenuating and/or emergency circumstances, or for the operational needs of the Agency, employees residing outside the geographic limits of Pinellas County may operate their assigned vehicles to and from their residence when authorized by the Sheriff or his designee.

All use of Sheriff's Office vehicles shall be in accordance with the provisions of all applicable Sheriff's Office General Orders, Sheriff's Orders, and Bureau Standard Operating Procedures.

ARTICLE 25

UNIFORMS AND EQUIPMENT

Section 1. Sworn employees of the Sheriff's Office who are assigned to positions requiring a uniform shall receive Agency-provided uniforms and accessories in accordance with Agency policy at no cost to the employee. Uniforms worn out through normal use shall be replaced by the Sheriff's Office as determined and approved by the supply staff.

Section 2. Employees shall be permitted to purchase additional approved uniform pieces, excluding badges, from the Purchasing and Materials Division, provided sufficient quantities are on hand to cover the normal, required provision of uniforms to employees as per Section 1 above. Employees must pay for these items at the time of purchase or order.

Section 3. Employees assigned to uniformed positions shall be eligible to receive a uniform maintenance allowance in the amount of $400 per year provided the employee spent at least 182 days of the calendar year in a uniform assignment. This allowance will be paid to all eligible employees in the last paycheck of the calendar year each December during the term of this Agreement.

Section 4. The Sheriff's Office shall issue body armor to employees and replace same in accordance with General Order 5-1.

Section 5. In the event an employee leaves the employ of the Sheriff's Office, he shall return to the Sheriff's Office all equipment, uniforms, and accessories, including those personally purchased by the employee in accordance with Section 2 above.

Section 6. Employees whose prescription eyeglasses, contact lenses, hearing aids or watches are lost, damaged, or destroyed in the line of duty, except in cases where employee negligence caused or contributed to same, will be reimbursed for repair or replacement subject to the criteria detailed below. The Sheriff's Office shall not reimburse for any other personal property lost, damaged, or destroyed in the line of duty.

The maximum reimbursement for prescription eyeglasses or hearing aids is the actual cost to repair or replace the item or $150, whichever is less. The maximum reimbursement for contact lenses or watches is the actual cost to repair or replace the item or $50, whichever is less.

Requests for reimbursement for the personal property shall be made in writing to the employee's immediate supervisor during the work shift in which the article of personal property was lost, damaged, or destroyed. Except in cases of loss or when an item is repairable, the item for which reimbursement is sought should be turned in along with the written request for reimbursement. To aid in establishing the amount to be reimbursed, the employee will be required to provide to the Sheriff's Office the receipt for the repair or replacement prior to reimbursement which must be approved by the Sheriff or his designee.

ARTICLE 26

SAFETY AND HEALTH

Section 1. The Sheriff and the Union agree that employees covered by this bargaining unit are subject to reasonable suspicion drug testing but will not be randomly tested for substance use or abuse unless so mandated by law.

Section 2. The Sheriff and the PBA agree that the smoking or other use of tobacco products in any form is hazardous to the health of the employee and may have an adverse impact on the health and pension plans of the employees. Therefore, the parties agree that, effective October 1, 2004, the Sheriff shall only hire employees who do not smoke or use any tobacco products in any way either on or off duty and at the time of application have not smoked or used any tobacco products in any way in the previous six (6) months.

The parties acknowledge from time to time situations arise whereby a local community wishes to disband its law enforcement agency and contract for services with the Sheriff's Office, or otherwise contract for a portion of its law enforcement services. In many of these cases, the Sheriff needs to exercise some discretion and flexibility in considering for employment those law enforcement officers currently employed by the local community agency who are being displaced by the community's contract with the Sheriff. The parties agree that in these types of situations, the Sheriff may decide to waive the no-smoking policy for these affected officers, if he determines it is in the best interest of the Sheriff's Office to consider them for employment. However, these new members may be mandated to attend a smoking cessation class to provide encouragement and support to end their use of tobacco products.

Section 3. Smoking or otherwise using tobacco products, either on or off duty, by employees hired on or after October 1, 2004, shall be deemed a Level Five Violation and be grounds for discipline up to and including termination.

ARTICLE 27

CONTRACT MODIFICATION

The Sheriff and the PBA agree that provisions of this contract may be clarified, amended, or modified upon the execution of a Memorandum of Understanding by the Sheriff or his designee and a duly authorized representative of the PBA. Such Memoranda of Understanding shall be valid only until the expiration of this Agreement and no such Memorandum shall be effective until said terms are reduced to writing and approved by each party.

ARTICLE 28

SAVINGS CLAUSE AND WAIVER

Section 1. If any article or section of this Agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. In the event of invalidation of any article or section, both the Sheriff and PBA agree to meet within thirty (30) calendar days of such determination for the purpose of negotiating a replacement for such article or section.

Section 3. The exercise or non-exercise by the Sheriff or the PBA of the rights covered by this Agreement shall not be interpreted to mean that these rights have been waived or cannot be exercised in the future.

ARTICLE 29

ENTIRE AGREEMENT

The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Sheriff and the PBA, for the life of this Agreement, each voluntarily and unqualifiedly waives the obligation to further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to or covered in this Agreement or with respect to any matter or subject not specifically referred to or covered by this Agreement whether or not such matters have been discussed. This Agreement contains the entire contract, understanding, undertaking, and agreement of collective bargaining for and during its term except as may be otherwise provided herein.

ARTICLE 30

DURATION

Section 1. This Agreement shall take effect October 1, 2026, and remain in full force and effect through September 30, 2029.

Should the parties not reach an agreement if or when discussing the wage reopener in the second and third year of this Agreement, the item shall be subject to the impasse procedure.

Section 2. Should either party desire to terminate, change or modify this Agreement, it shall notify the other party by March 1, 2029. In the event such notice is given, negotiations for a follow-on Agreement shall begin no later than June 1, 2029. Consistent with Article 27 of this Agreement, provisions herein may be modified during the term of the Agreement by written consent of the duly authorized representatives of the Sheriff and the PBA.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have set their hands and seals 29 day of September, 2026.

Witness as to Sheriff's
Negotiating Representative

Kristi Wong, Director Human
Resources Bureau

PINELLAS COUNTY
SHERIFF'S OFFICE

Bob Gualtieri, Sheriff

Witness as to PBA's
Negotiating Representative

~~Robert L. Marsh, Deputy~~
JAMES A. CAMPBELL, SERGEANT

SUN COAST POLICE
BENEVOLENT ASSOCIATION

Sasha Lohn, Executive Dir.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PINELLAS COUNTY SHERIFF'S OFFICE
AND THE
SUN COAST POLICE BENEVOLENT ASSOCIATION, INC.
Sergeant and Lieutenant Unit

SUBJECT: Tuition Reimbursement, Article 17

The current labor agreement between the Sun Coast Police Benevolent Association (SCPBA) and the Pinellas County Sheriff's Office is amended to reflect the accurate amount of tuition reimbursement authorized to members.

The parties agree that Article 17, Section 4 should read as follows:

Section 4: Tuition Reimbursement. The Sheriff's Office will offer an educational assistance program wherein eligible employees will be reimbursed up to $3,000 per fiscal year (October 1 through September 30) for educational assistance. This program is authorized by the Sheriff and may be amended or terminated at the direction of the Sheriff. Administration of the program will be in accordance with the policies set forth in General Order 4-3.

The parties agree that all other sections and provisions of Article 17 shall remain the same.

This Memorandum of Understanding is agreed to by duly authorized representatives of the parties this 15th day of October, 2026.

PINELLAS COUNT SHERIFF'S OFFICE
Bob Gualtieri, Sheriff

BY: _____
Director Kristi Wong
Human Resources Bureau, PCSO

SUN COAST POLICE BENEVOLENT ASSOCIATION, INC.

BY: _____
Sasha Lohn, Esq
Executive Director &
General Counsel, Sun Coast PBA

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

PINELLAS COUNTY SHERIFF'S OFFICE

AND THE

SUN COAST POLICE BENEVOLENT ASSOCIATION, INC.

Sergeant and Lieutenant Unit

SUBJECT: Vacation Leave, Article 18

The current labor agreement between the Sun Coast Police Benevolent Association (SCPBA) and the Pinellas County Sheriff's Office is amended to reflect the accurate amount of annual accrual of vacation leave and the maximum accrual allowed.

The parties agree that Article 18, Sections 1 and 2 should read as follows:

Section 1: All employees shall earn annual leave in accordance with the following schedule which is based on continuous employment:

- One hundred forty (140) hours per year (0.0673 per hour) for the first through third year;
- One hundred forty-eight (148) hours per year (0.0712 per hour) for the fourth through the fifth year;
- One hundred fifty-six (156) hours per year (0.0750 per hour) for the sixth through the seventh year;
- One hundred sixty-four (164) hours per year (0.0788 per hour) for the eighth through the eleventh year;
- One hundred seventy-two (172) hours per year (0.0827 per hour) for the twelfth through the fourteenth year;
- One hundred eighty (180) hours per year (0.0865 per hour) for the fifteenth through twentieth year;
- Two hundred (200) hours per year (0.0961 per hour) for the twenty-first until retirement.

No accumulation of vacation leave is authorized for any time worked beyond the standard forty (40) hour workweek. Computation for this leave will be made based upon the number of hours actually worked, and under a ratio which reflects the direct proportion that those number of house bear to the standard forty (40) hour workweek. Vacation leave is taken at the discretion of

the employee's supervisor and approved by the respective Bureau or Division Commander, subject to the current needs of the Bureau or Division.

Section 2: All employees who are entitled to vacation leave may accumulate such leave to the maximum detailed below, which is based on continuous employment:

SCHEDULE OF ACCRUAL MAXIMUM

Vacation Leave	Annual Accrual	Maximum Accrual
0-3 yrs.	140 hours	600 hours
4-5 yrs.	148 hours	600 hours
6-7 yrs.	156 hours	600 hours
8-11 yrs.	164 hours	700 hours
12-14 yrs.	172 hours	700 hours
15-20 yrs.	180 hours	760 hours
21+ yrs.	200 hours	780 hours

The parties agree that all other sections and provisions of Article 18 shall remain the same.

This Memorandum of Understanding is agreed to by duly authorized representatives of the parties this 15th day of October, 2026.

PINELLAS COUNT SHERIFF'S OFFICE
Bob Gualtieri, Sheriff

BY: _____
Director Kristi Wong
Human Resources Bureau, PCSO

SUN COAST POLICE BENEVOLENT ASSOCIATION, INC.

BY: _____
Sasha Lohn, Esq
Executive Director &
General Counsel, Sun Coast PBA