

Collective Bargaining Agreement

between

Levy County Sheriff's Office



and

**Florida Police Benevolent
Association, Inc.**



**Law Enforcement Deputies, Corporals
& Sergeants, and Detention Officers,
Corporals & Sergeants**

October 1, 2016 - September 30, 2019

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AGREEMENT

THIS AGREEMENT, is entered into between the **LEVY COUNTY SHERIFF'S OFFICE** (hereinafter called the "Sheriff" or "the LCSO") and the **FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.** (hereinafter called the "Association") representing the employees in the bargaining unit set forth in Article 1 of this Agreement.

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the Sheriff and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between the Sheriff and his employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the Sheriff; and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1 **RECOGNITION**

Section 1

The Sheriff hereby recognizes the Florida Police Benevolent Association, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all full-time law enforcement Deputy Sheriffs, Corporals, Sergeants, Detention Officers, Detention Deputy, Detention Corporals and Detention Sergeants (hereinafter called bargaining unit members).

Section 2

The bargaining unit for which this recognition is accorded is as defined in the certification issued by the Florida Public Employees Relations Commission, dated September 11, 2003, Certification No. 1423 for Deputy Sheriff, Corporals and Sergeants.

Section 3

The bargaining unit for which this recognition is accorded is as defined in the certification issued by the Florida Public Employees Relations Commission, dated September 11, 2006, Certification No. 1614 for Detention Officers, Detention Corporals and Detention Sergeants.

Article 2

MANAGEMENT RIGHTS

Section 1

Except as expressly limited by the articles of this Agreement the Sheriff shall have the exclusive right to manage the facilities, services, and business of the LCSO, and direct the working forces the same as it had prior to the execution of this Agreement. The Association recognizes that all statutory and inherent managerial rights, prerogatives, and functions are retained and invested exclusively in the Sheriff, except as expressly modified or restricted by a specific provision of this Agreement.

Section 2

The Association recognizes that the Sheriff has the sole exclusive rights, powers, authority, judgment and discretion, as follows:

- (a) To determine the organization of the Sheriff's operations.
- (b) To determine the purpose of each of its constituent departments or subdivisions.
- (c) To exercise control and discretion over the organization and efficiency of operations of the Sheriff.
- (d) To set standards of productivity and for the services to be rendered.
- (e) To manage and direct the deputies and appointees of the Sheriff.
- (f) To select appointees, to hire deputies, determine their qualifications, assign, reassign and direct their work; to classify, transfer, promote, train, schedule, retain, lay-off and recall deputies.
- (g) To reprimand, suspend, demote, discharge, or otherwise discipline bargaining unit members.
- (h) To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve of deputies and appointees from duties because of lack of work, funds or other legitimate reasons that are not in conflict with this Agreement. The Association will be notified of any changes which would adversely affect members of the bargaining unit.
- (i) To determine the location, methods, means and personnel by which operations are to be conducted.
- (j) To determine the number of deputies, detention officers and appointees of the LCSO.
- (k) To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.
- (l) To establish, implement, and maintain an effective internal security practice.

- (m) To set dress code and uniform standards.
- (n) To set the starting and quitting time and to schedule the number of hours and shifts to be worked; provided, however, that in the event the Sheriff makes a decision to change the number of hours in a shift, the Sheriff agrees to negotiate the impact of that decision with the Association.
- (o) To approve or disapprove time off from work or leave without pay.
- (p) To subcontract, contract out, close down or relocate the Sheriff's operations or portions thereof; provided, however, that if the Sheriff makes the decision to hire non-sworn employees to perform functions otherwise performed by sworn bargaining unit members, the Sheriff agrees to negotiate the impact of that decision with the Association.
- (q) To control and regulate the use of LCSO machinery, facilities, equipment, and other property of the Sheriff.
- (r) To establish, change, combine or modify the duties, tasks, responsibilities, or requirements within job descriptions and policies, rules and regulations of the Sheriff.
- (s) To promulgate and enforce the Sheriff's policies and procedures manual.

Section 3

The Sheriff's exercise of a right, prerogative, or function, hereby reserved to the Sheriff, or the failure to do so, shall not be considered a waiver of the Sheriff's right to exercise its rights and prerogatives in some other way not in conflict with the express provisions of this Agreement. However, the exercise of such rights shall not preclude the Association from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

Article 3 **CHECKOFF OF DUES**

Section 1 - Authorization

The Sheriff agrees to make a deduction of Association dues and initiation fees from the paycheck of any bargaining unit member covered by the Agreement upon written authorization signed by the bargaining unit member directing the Sheriff to make such deduction and transmit an amount to the Association. The deduction authorization shall continue until one of the following occurs:

- (a) The bargaining unit member gives written notice to the Sheriff and the Association revoking the dues deduction authorization.
- (b) The bargaining unit member is terminated; or

- (c) The bargaining unit member is transferred out of the bargaining unit.

The dues deduction cancellation shall be effective thirty (30) days following the day it is received by the Sheriff and the Association. Said dues deduction cancellation shall state:

**INSTRUCTIONS TO
STOP PAYMENT DEDUCTION OF ASSOCIATION DUES**

I hereby instruct the Sheriff of Levy County to stop deducting from my paycheck each month the current regular monthly Association dues. A copy of these instructions has been sent to the Association.

Name: _____

Address: _____

Signature: _____

Date: _____

Section 2 - Remission or Dues to Association

The amounts to be deducted as dues shall be certified to the Sheriff by the Financial Secretary of the Association. The Sheriff agrees to remit such dues deduction to the Financial Secretary on a monthly basis. The Association shall be provided with a monthly list of all additions or deletions of members in the bargaining unit, the names of members on whose behalf dues have been deducted and remission of the net amount of dues deducted.

Section 3 - Indemnification

The Association shall indemnify, defend, or hold the Sheriff harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or on account of any payroll deduction of Association dues. The Association agrees that in case of error, proper adjustment, if any, will be made by the Association with the affected bargaining unit member.

**Article 4
NO DISCRIMINATION**

Section 1 - Non-Discrimination Policy - State-Federal Law

(A) The Sheriff and the Association shall not discriminate against any bargaining unit member for any reason prohibited under Florida Statutes or any federal law.

(B) The Association shall have the right to consult on issues of unlawful discrimination with the Step 1 Management Representative and/or his designee(s), up through the Step 2 Management Representative.

(C) Any claim of unlawful discrimination by a bargaining unit member against the Sheriff, its officials or representatives, except for grievances related to Association membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law, and not subject to arbitration.

Section 2 - Non Discrimination Policy - Association Membership

Neither the Sheriff nor the Association shall interfere with the right of bargaining unit members covered by this Agreement to become or refrain from becoming members of the Association, and neither the Sheriff nor the Association shall discriminate against any such bargaining unit member because of membership or non-membership in any employee organization.

Section 3 - Gender Reference

All references in this Agreement to bargaining unit members of the male gender are used for convenience only and shall be construed to include both male and female bargaining unit members.

Article 5

EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES

Section 1 - Representation

(A) **Association Grievance Representatives** - From employees in the bargaining unit, the Association shall select no more than two (2) Association Grievance Representatives who shall be authorized to act on behalf of the Association. No more than one Association Grievance Representative shall appear with a bargaining unit employee during a grievance meeting at any one time.

(B) **Association Staff Representative** - Association Staff Representatives shall be full or part time paid staff representatives of the Association, and not employees of the LCSO.

(C) The Association shall annually furnish to the Director of Administration, and keep up-to-date, a list of the two (2) Association Grievance Representatives as well as the Association Staff Representatives. The Sheriff shall have no obligation to deal with Association Grievance Representatives or Association Staff Representatives not on the lists furnished to the Director of Administration. Where Association representation is requested by an employee, the representative shall be a person on the list of Association Grievance Representatives or Association Staff Representatives.

Section 2 - Representative Access

The Sheriff agrees that designated Association Staff Representatives shall have reasonable access to the premises of the Sheriff that are available to the public. If any area of the Sheriff's premises is restricted from the public, and an Association Staff Representative desires access to such restricted area, notification of the purpose of the meeting and permission to enter must be requested from the Director of Administration at least seventy-two (72) hours in advance, and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the bargaining unit member being assisted, absent extraordinary circumstances, and shall be restricted to matters related to the application of this Agreement.

Section 3 - Labor Management Consultation

There shall be a Labor Management Committee established to consist of four (4) members appointed by the Sheriff and four (4) members appointed by the Association, and one (1) human resources representative. The sole purpose of this Committee shall be to meet and confer concerning law enforcement issues that affect bargaining unit members which may from time to time arise in the LCSO, and to make recommendations to the Sheriff concerning such issues; provided, however, that the Committee shall not engage in collective bargaining or the resolution of grievances. The Committee shall determine its own rules of operation. Should the meetings occur during a participant's work hours, attendance shall be deemed time worked.

Section 4 - Bulletin Boards

(A) The Sheriff agrees to furnish in the patrol squad room wall space not to exceed 24 x 36 inches for an Association-purchased bulletin board of an equal size. The Association bulletin board must be glass encased and locked. A key to the Association bulletin board must be furnished to the Director of Administration or his designee.

(B) The use of Association bulletin board space is limited to the following notices:

- (1) Recreation and social affairs of the Association,
- (2) Association meetings,
- (3) Reports of Association committees,
- (4) Association benefit programs,
- (5) Current Association Contract,
- (6) Training and educational opportunities, and
- (7) Other materials pertaining to the welfare of Association members, excluding election materials of any type or kind.

(C) Notices posted on these bulletin boards shall not contain anything reflecting adversely on the Sheriff's Office, or any of its deputies or employees; nor shall any posted material violate or have the effect of violating any law, rule, or regulation. The Sheriff shall have the right to remove such material, at which

time the Association will be notified. Such removal shall not be subject to the grievance procedure contained in this Agreement.

(D) Notices posted must be dated and bear the initials of the Association's authorized representative.

(E) Repeated violations of these provisions by an Association authorized representative shall be a basis for removal of bulletin board privileges by the Sheriff.

Section 5 - Employee Lists

(A) Upon request of a designated Association Staff Representative, the Sheriff will provide the Association with an electronic mail or paper form list giving the name, work address on file, job title, gross salary, job location, hourly rate, pay grade/step, sworn date and merit date, for each employee in the bargaining unit. The Sheriff shall not be obligated to furnish such information on more than a semi-annual basis.

(B) When a bargaining unit member resigns, is terminated, retires normally, is retired by disability, or is transferred, promoted or demoted out of the bargaining unit, the bargaining unit member shall be responsible to promptly notify the Association.

Section 6 - Documents

(A) All General Orders governing the bargaining unit members shall be kept in electronic or paper format throughout the Sheriff's Office to ensure that each bargaining unit member has access to them.

(B) The Sheriff will provide the Association with anticipated adjustments to, amendments of, and new General Orders, in order that the Association may give comments and/or recommendations on the subject within five (5) business days (Monday through Friday excluding holidays) from the date submitted. It is further recognized that there may be emergency situations where the Sheriff deems it appropriate to take immediate action regarding General Orders applying to bargaining unit members. In those instances, the Association will be notified after the fact and may then respond if an adjustment is recommended. The Sheriff will give serious consideration to the Association's comments and/or recommendations. Procedural disagreements regarding this section shall be subject to the grievance procedure of this Agreement.

Section 7 - Negotiations

(A) The Association may designate certain employees within the bargaining unit to serve as its Negotiation Committee. Employee members of the Association's Negotiation Committee shall not be paid; however, during the time that negotiations are taking place, the Sheriff will employ a flexible work schedule to enable those individuals who are on the Association's Negotiation Committee to have time off, without pay, to attend negotiations. Employees on the Association's Negotiation Committee may drive their assigned vehicles to and from negotiations, as long as the Sheriff's dress code policy is followed.

(B) The selection of any bargaining unit employee for actual negotiations shall not unduly hamper the operations of the work unit. Absence of representatives from a specific sector, section or unit shall not negatively impact staffing levels established under minimum manpower standards.

Article 6 **GRIEVANCE PROCEDURE**

Section 1 - Definition and Procedure

For the purpose of this Agreement, a grievance is any dispute or difference between an employee or group of employees and the Sheriff involving the meaning, interpretation, or application of the provisions of this Agreement; provided, however, that no disciplinary action taken by the Sheriff shall be subject to this grievance procedure. Disciplinary action grievances shall be governed by the provisions of Article 31 – Disciplinary Action. Class grievances are those defined as grievances general in nature and affect more than one employee of the bargaining unit regarding the same subject. Class grievances may be submitted by the Association on behalf of the affected employees. Class grievances shall be submitted in writing at Step 3 of the grievance procedure. Employees of this bargaining unit shall have the right to be represented, 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 of the bargaining unit from presenting at any time, his/her own grievance, and having such grievance adjusted without the intervention of the Association, provided the adjustment is consistent with the terms of the collective bargaining agreement currently in effect. However, the Association may at its own discretion choose not to represent an employee pursuing a grievance who is not a dues paying member of the Association or whose grievance in the opinion of the Association is without merit. The Association shall not be responsible for and shall be held harmless from any liability which may arise out of any adjustment or lack thereof, for any grievance or arbitration which was processed without the bargaining unit member being specifically represented by the Association. Grievances shall be handled in the following manner:

- Step 1: Except for Class grievances, the bargaining unit member shall present the grievance in writing to his immediate supervisor with or without an Association representative as the bargaining unit member may choose. The supervisor must answer the grievance in writing within five working days of the event giving rise to the grievance.
- Step 2: Except for Class grievances, if the bargaining unit member is not satisfied with the written answer of the immediate supervisor in Step 1, or if no answer has been given within five (5) working days, then the grievance shall be presented to the Captain/Section Commander

within five (5) working days of the supervisor's answer or failure to supply a timely answer. The Captain/Section Commander shall, within five (5) working days of receipt of the written grievance, meet with the bargaining unit member and an Association Representative unless such meeting has been waived. After such a meeting is held, the Captain/Section Commander must answer the grievance in writing within five (5) working days of the meeting.

- Step 3: All Class grievances shall be submitted in writing at this step. In the case of those grievances not considered a class grievance and the Association or bargaining unit member is not satisfied with the written answer of the Captain/Section Commander, or if no written answer is rendered by the Captain/Section Commander on a timely basis, then the Association or bargaining unit member may, within five (5) working days of the Captain/Section Commander's answer or of the failure of the Captain/Section Commander to supply a timely answer, appeal the grievance to the Major/Division Director. The Major/Division Director must meet with the bargaining unit member or an Association representative within seven (7) working days of receipt of the appeal unless such meeting has been waived. The Major/Division Director shall answer the grievance in writing within five (5) working days of the meeting.
- Step 4: If the Association representative (in the case of a Class grievance) or bargaining unit member (of a non-Class grievance) is not satisfied with the written answer of the Major/Division Director, or if no timely written answer is rendered by the Major/Division Director, the Association representative or bargaining unit member shall submit a written request, signed also by the bargaining unit member, appealing the grievance to arbitration within five (5) working days of the answer or failure of a timely answer. For a Class grievance, the signature of the Association representative on the written request will suffice.

Section 2 - Arbitration Board Selection

The arbitrator may be any impartial person mutually agreed upon by the parties with preference toward the selection of a local arbitrator preferably living within 100 miles of the Sheriff's Office in Bronson, Florida, and who is a resident of the State of Florida. If an impartial arbitrator cannot be agreed upon, then the Association and/or grievant shall request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names of arbitrators who are members of the National Academy of Arbitrators and who are residents of the State of Florida. The selection of the arbitrator shall be by means of alternate striking of names, with the Association having the first name strike. Either party may object to all the names on the list, provided the objection is made prior to the commencement of the striking process. If this occurs, the objecting party may request the Federal Mediation and Conciliation Service to furnish another list of qualified arbitrators.

The Sheriff and the Association shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the hearing, and the arbitrator thereafter shall confine his or her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written grievance and response presented in Steps 2 and 3 of the grievance procedure.

Section 3 - Authority of Arbitrator

The arbitration proceeding shall be conducted in accordance with the rules of procedure promulgated by the Federal Mediation and Conciliation Service and the following provisions:

- (a) No ex parte hearing or decision may be conducted by the arbitrator.
- (b) The arbitrator shall have no authority to modify, amend, add to, subtract from, change or otherwise alter or supplement the terms of this agreement, except the arbitrator may refer to the Sheriff's written policies and procedures.
- (c) The arbitrator shall have no authority to consider or rule upon any matter which is not subject to arbitration and which is not defined as a grievance in this agreement.
- (d) The arbitrator may not issue declaratory or advisory opinions and shall confine his decision only to the question presented.
- (e) The arbitrator may not make any decision that is based upon any past practice.
- (f) Where there is an issue regarding arbitrable status, it is understood that the issue will be resolved separate and apart from the merits of the grievance at the same arbitration hearing.
- (g) The party who does not prevail shall pay the fees and expenses of the arbitrator. The cost of a transcript of the arbitration proceeding shall be borne by the party requesting it. Each party shall be responsible for compensating and paying the expense of its representatives, witnesses and attorneys.
- (h) Unless mutually waived, copies of the arbitrator's decision shall be furnished to both parties within thirty days of the close of the arbitration hearing.
- (i) The arbitrator's decision shall be final and binding on the parties subject to the provisions of Chapter 682, Florida Statutes. This agreement shall be administered within the amounts appropriated by the County Commission. The arbitrator shall have no power or authority to cause the Sheriff to bear any expense, debt cost or liability which would result, directly or indirectly, in the Sheriff exceeding the amounts initially appropriated by the County Commission. Any such award which countervails or is not in

compliance with the provisions of this paragraph shall be null and void.

Section 4 - Time Limits

No grievance shall be entertained or processed unless it is commenced in Step 1 (or Step 3 for a Class grievance) within five (5) working days after the occurrence of the event giving rise to the grievance or within five (5) working days after the event became known or should have become known to the bargaining unit member (s) or Association. If an bargaining unit member or the Association desires to speak with management about a matter which would otherwise be grievable, he/she or the Association may do so, in which event the bargaining unit member will have two (2) days in which to speak with management and the time limits for filing a grievance will commence on the third (3rd) day. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the Sheriff, or if no answer has been made it shall be deemed denied. The time limits may be extended by mutual agreement of the parties.

Any grievance not answered by the Sheriff within the prescribed time limit shall automatically advance the grievance to the next higher step. Should the grievant or the Association fail to observe the time limits set forth in the steps of this Article, the grievance shall be considered constructively abandoned.

Section 5 - Grievance Hearings

Bargaining unit members who have filed a grievance will be authorized to attend hearings at all steps with pay if the hearing is scheduled during the bargaining unit member's normal working hours. Any bargaining unit member called as a direct witness for any step in the grievance process, to include arbitration that is scheduled to take place during their normal working hours shall with approval of the Sheriff be permitted to attend said hearing without loss of pay. The Sheriff will make a good faith effort to schedule such hearing at times which are most convenient to the involved parties and will not arbitrarily schedule a hearing to work an undue hardship on any bargaining unit member. Bargaining unit members who are working and wish to attend as observers may request annual leave in accordance with established policy and procedure.

Article 7

INTERNAL INVESTIGATIONS

All internal investigations shall be conducted in compliance with Chapter 112, Florida Statutes, and applicable general orders of the LCSO. Any allegations of non-compliance with Chapter 112, Florida Statutes, shall not be subject to the grievance procedure contained in this Agreement; rather the sole remedy shall be that contained in Chapter 112, Florida Statutes.

Article 8 **LAYOFFS AND RECALL**

Section 1 - Layoffs

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

1. Training, experience and position, including certifications.
2. Bargaining unit member's overall performance/disciplinary record.
3. Seniority.

As between two bargaining unit members, if one and two above are relatively equal, then seniority shall prevail.

Section 2 - Recall

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

Article 9 **PROMOTIONS**

Section 1 - Definition

This Article shall apply to the ranks of Corporal and Sergeant (both LE and Corrections). Eligibility to compete requires at least two (2) years service in the Department in the rank below the rank being tested for. In the event that there are not at least three (3) qualified persons, the Sheriff may, at his discretion, reduce the required time in rank and/or allow members in the next lower rank to compete. The eligibility list compiled as a result of this procedure shall be valid for two (2) years with the annual test being given within the budget year. If the current list is exhausted, a new test shall be advertised within forty-five (45) days and administered within thirty (30) days of the date of advertising the test. Any candidate who has been suspended within twelve months (12) immediately preceding the written test, and whose suspension has been finally adjudicated, may not compete.

Section 2 - Written Examination

A single written examination shall be given to all qualified applicants in the presence of all other qualified applicants. A make-up examination may be scheduled in the event one or more candidates are unable to take the test due to unforeseen circumstances. The examination shall relate to the general supervisory duties for the position being tested (e.g. Corporal, Sergeant). Forty (40) points shall be the maximum score, and a score of seventy (70) percent must be achieved in order for the bargaining unit member to be eligible for further consideration in the pro-

motion process. The Sheriff shall post the date and time of the examination and the source of the material from which the questions are derived at least forty-five (45) days before the test.

Section 3 - Oral Assessment Board Selection

The Oral Assessment Board shall consist of five (5) impartial law enforcement or corrections members of the next higher class, selected from agencies (other than LCSO) of comparable size to LCSO; selected from either state, county, or city departments located in Citrus, Alachua, Levy, Dixie, Gilchrist or Marion Counties. With the Association selecting two (2) members, the Sheriff selecting two (2) members, those four must mutually agree upon the fifth member who will act as Chairman of the Board. If a fifth cannot be mutually agreed upon, both parties shall submit one name and a coin toss shall determine the fifth. Within forty-five (45) days following the written examination, the Sheriff or his designee, shall convene the Oral Assessment Board and post results. A structured approach shall be utilized so that the same questions and issues are discussed with each candidate. This structure shall include both an oral interview and a role play exercise, each worth 30 points. The Chairman of the Board shall determine the total score on the oral interview and the role play exercise by adding each of the interviewer's scores to his scores. A perfect score for the oral interview and role play exercise shall be sixty (60) points. The interviewers shall not take written scores into account when scoring oral assessment interviews.

Section 4 - Seniority

Each candidate shall be given one (1) point for each year of completed service as a sworn position for a combined maximum of ten (10) points.

Section 5 - Eligibility List

An eligibility list shall be created by adding each candidate's scores on the oral interview, seniority, and written test, with a possible perfect score of one hundred ten (110) points. The candidate with the highest score shall be number one on the list and promotions shall be in descending order from the highest scoring candidate. The Sheriff may fill a position from the top three candidates on the promotion list. The Sheriff may pass over either of the top two candidates for promotion for a valid reason. Any person who is passed over shall remain on the list in their current position, be provided with a written notice advising of such actions, and the Sheriff shall personally discuss his action with the involved bargaining unit member. The Sheriff's decision may not be appealed through the grievance procedure in this Agreement; provided, however, that any procedural defect in the process may be subject to a grievance under Article 6 of this Agreement. Each vacant position shall be filled within thirty (30) days of the date the oral assessment is given.

Section 6 – Transfer/Assignment

Bargaining unit members promoted to the rank of Corporal or Sergeant shall not lose their rank and/or salary when seeking a transfer or assignment to another

er law enforcement unit or division (i.e. Patrol or Detective Bureau), or as such transfer or assignment is required to fill the needs of the Levy County Sheriff's Office. However, if a Corporal or Sergeant requests to return to an assignment in a lower classification, its with the understanding that their rank and salary will be adjusted accordingly.

Section 7 - Promotional Probation

Employees who are promoted within the bargaining unit shall be on promotional probation in that classification for a period of (1) one year after which, if they are not retained, they will be returned to their former classification if a vacancy exist. If no vacancy exists in their former job, the bargaining unit member may exercise the replacement procedure outlined in this agreement.

Article 10

GROOMING

Section 1

The parties agree that the Sheriff shall have the right to set reasonable and professional grooming standards for its employees. The Sheriff agrees to consult with the Association in the event the current grooming standards are modified.

Article 11

POLITICAL ACTIVITY

Section 1

No bargaining unit member shall seek election or appointment to a public office which is currently held by an individual who has authority to appoint, employ, promote or otherwise supervise the bargaining unit member, where that individual has qualified to seek reelection or reappointment in that office unless the bargaining unit member resigns from the LCSO.

Section 2

No bargaining unit member shall seek election to any other public office without requesting and receiving a leave of absence without pay from the Sheriff during the period in which the bargaining unit member is seeking election to public office. In the event the bargaining unit member is elected or appointed to such a public office that under law may require the bargaining unit member's resignation, the bargaining unit member shall resign immediately from the LCSO. No bargaining unit member shall take any active part in the political management or political campaign in the election for Sheriff while on duty.

Section 3

No bargaining unit member shall solicit, or be subject to solicitation, orally or by letter, contributions or services for any political party or candidate from any

employee of the LCSO or anyone else during his/her hours of duty, service or work for the LCSO consistent with provisions of Florida law.

Section 4

Nothing in this Article shall be construed to restrict the right of any bargaining unit member to hold membership in or support a political party to vote as he or she chooses, to express opinions on all political subjects and candidates, to maintain political neutrality, to attend political meetings after working hours or to campaign actively during off duty hours in all areas of political activity.

Article 12

PERSONNEL RECORDS

Section 1 - Personnel File

(A) All personnel records shall be kept in conformity with Florida Statutes, Chapter 119. There shall be only one official personnel file for each bargaining unit members, which shall be maintained in the Administrative Division of the Sheriff and shall not contain confidential documents exempt from disclosure pursuant to Florida law. This shall not preclude a supervisory file from being kept. Documents exempt by law from public disclosure shall be kept in a file separate from the official personnel file.

(B) If any material is placed in a bargaining unit member's official personnel file, the bargaining unit member will be notified of such placement, and the bargaining unit member will have the right to place in the file a response.

(C) A bargaining unit member will have the right to review his/her own official personnel file at reasonable times designated by the Sheriff or his designee under the supervision of the designated records custodian.

(D) Where the Sheriff or his designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the bargaining unit member's personnel file in error or is otherwise invalid, such document shall be stamped "NOT VALID", placed in an envelope together with a letter of explanation, and maintained in the bargaining unit member's official personnel file. The contents of the envelope will be disclosable pursuant to the requirements of Florida law.

Section 2 - Privacy

(A) The home addresses, telephone numbers, photographs, and social security numbers of active or former law enforcement personnel, as well as the places of employment of the spouses and children and the names and locations of schools attended by the children of said active or former law enforcement personnel are exempt from disclosure under the Public Records Law, Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose.

(B) Whenever a request is made by a person not employed by the Sheriff to review a bargaining unit member's official personnel file or profes-

sional standards file, notice of the request shall be provided to the bargaining unit member as well as the name and affiliation of the person making the request, if the individual making the request has provided such information.

Article 13 **SAFETY**

Section 1 - Vehicle Safety

Vehicles assigned to bargaining unit members shall be maintained in safe operating condition by the Sheriff; provided, however, that it shall be the responsibility of the bargaining unit member assigned a vehicle, including spare vehicles, to report to the Sheriff any and all vehicle safety issues.

Section 2 - Firearms

In order to promote safety in the use of firearms by bargaining unit members, each bargaining unit member will be offered the opportunity to fire his issued and/or LCSO approved personal weapon in an agency-approved course of fire at least once every six (6) months, at no cost to the bargaining unit member. Such training shall be for the purpose of familiarization in the use of firearms.

Section 3 - Safety Committee

The Sheriff will form a safety committee, and the Association will name one (1) bargaining unit member to serve on such committee. Time spent in attendance at such committee meetings shall be considered as time worked.

Article14 **PERFORMANCE REVIEWS**

Section 1

Bargaining unit members shall be evaluated by their immediate Supervisors or designated raters who shall be held accountable for such reviews. The parties agree that performance evaluations are not grievable under the grievance procedure set forth in this Agreement. However, if the performance review is used to support a subsequent disciplinary action, the bargaining unit members may contest the performance review as a part of any grievance filed over the disciplinary action.

Article 15 **SENIORITY**

Section 1 - Definition

Seniority is a bargaining unit member's length of continuous service with the LCSO, dating from his or her last date of hire as a certified law enforcement bar-

gaining unit member and upon completion of the probationary period. Bargaining unit members with the same date of hire as a shall have seniority standing among themselves based upon the chronological order in which they applied for employment.

Section 2 - Probationary bargaining unit member

A new bargaining unit member shall be considered a probationary deputy for one (1) year after which seniority shall date back to the date of hire; provided, however, the Sheriff shall have the discretionary right to extend the probation for an additional six (6) month period. Also, the Sheriff shall have the discretionary right to add additional time equal to the amount of approved time off taken during the probationary period which exceeds ten (10) work days. Bargaining unit members whose promotion to a position outside the bargaining unit is rescinded may return to a vacant position within the bargaining unit at the bargaining unit members' former rate of pay, if such position is available.

Section 3 - Loss of Seniority

Seniority and the employment relationship shall be broken and terminated if a bargaining unit member:

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent from the work for three (3) consecutive work days without notification to the LCSO; unless notification would have been impossible;
- (d) is laid off and fails to return to work within four (4) workdays after having been recalled in writing by certified mail with return receipt requested, addressed to the last known address of record unless there is a reason, acceptable to the LCSO, for such failure;
- (e) is laid off for a period of time exceeding twelve (12) months;
- (f) is absent from work in the case of sickness or illness or injury incurred on the job for twenty-four (24) consecutive months;
- (g) fails to report for work at the termination of a leave of absence or extension thereof; or
- (h) accepts gainful employment without permission while on leave of absence.

Section 4 - Seniority During Approved Leave of Absence

A sworn bargaining unit member's seniority shall be retained during an approved leave of absence but shall accumulate further only during leave with pay and for sixty (60) days without pay.

Section 5 – Credit for Previous Law Enforcement Experience

The Sheriff or his designee shall have the discretion to place a newly hired deputy sheriff at a level of the deputy sheriff salary range or pay plan above entry

level; however, no higher than step five or the fifth year of the salary range upon completion of six (6) successful months of employment at LCSO.

The newly hired deputy sheriff's placement in to any step or salary range above entry level will be determined based upon an assessment made by the Sheriff or his designee, of the newly hired deputy sheriff's education, training, and experience. Seniority and all other benefits shall begin at entry level for all deputy sheriffs hired under this provision.

Article 16 **OUTSIDE EMPLOYMENT**

Section 1

Bargaining unit members are prohibited from engaging in any outside, non-law enforcement related employment unless permission to do so is granted by the Sheriff, under the following conditions:

(A) Outside employment includes, but is not limited to, working for another person, working for a business, self-employment, security agreements, and/or the owning of any business that consumes time or attention.

(B) Outside employment is generally limited to twenty (20) hours per week and must be done when the bargaining unit member is not on duty. Requests to engage in outside employment must be submitted through the bargaining unit member's chain of command to the Sheriff.

(C) Supervisors of the requesting bargaining unit member will make a recommendation on the request and forward to the Sheriff for final approval.

(D) Permission to work in a business selling alcoholic beverages will not be granted by the Sheriff.

(E) All offers of no cost or reduced rate housing, trailer or lot rental made to the office, in return for the presence of a bargaining unit member living on the premises, shall be posted only after authorization by the Sheriff.

(F) No bargaining unit member shall make or solicit for reduced rate accommodations without procuring the prior written approval of the Sheriff.

(G) When the outside employment/housing arrangement is terminated, the bargaining unit member shall so notify the Sheriff in writing within five (5) working days.

(H) The Sheriff reserves the right to require termination of any bargaining unit member's outside employment.

(I) All citizen requests for off-duty police service employment will be approved by the Uniform Patrol Division Commander to ensure their consistency with departmental rules and regulations that the services to be rendered will not be a conflict of interest as set forth under applicable Florida Statutes.

(J) Any request of a bargaining unit member desiring off-duty employment will submit an Off-Duty Employment Request to his Division Commander. The Division Commander will then review the request and delineate the type and

level of service that the bargaining unit member is authorized to perform. The request will then be submitted to the Uniform Patrol Division to be included on a list of bargaining unit members authorized to work off-duty employment. A second copy of the form will also be forwarded to Personnel Section for placement in the bargaining unit member's personnel jacket. Unless the form request is completed and in the Uniform Patrol Division Office with the appropriate authorization, no bargaining unit member will be considered for off-duty employment.

(K) All LCSO's regulations shall apply to those employed in off-duty police service as the employee is considered to be acting under the authority of the Sheriff, (i.e. conduct, dress code, reporting for duty, etc).

(L) Upon reporting for duty to the off-duty police job, the bargaining unit member shall notify the Communications Section of:

1. Description of the assignment.
2. Duration of the assignment (bargaining unit member must check in at the beginning of the tour and off at its termination).
3. How the bargaining unit member can be contacted during the off-duty assignment.

Article 17 **DEPARTMENT VEHICLES**

Section 1 - Assignment

Each law enforcement bargaining unit member, Detention Officers, Detention Deputies, Corporals and Sergeants in the Transportation Division, assigned to the Dive Team, and the Sergeant in the Training Unit shall be assigned a Sheriff's vehicle for use in accordance with current LCSO's practice; provided, however, that assignment of a vehicle shall be considered a privilege and not a right. The Sheriff reserves the right to suspend and/or remove this privilege for legitimate business reasons. If the privilege is removed for non-business related reasons, or as a disciplinary measure, the bargaining unit member may file a grievance pursuant to the grievance procedure in this Agreement. The vehicle may be used for official business, travel to and from the bargaining unit member's residence, and off-duty law enforcement related work. While operating the vehicle, the bargaining unit member shall be armed, monitoring his/her radio, and available to respond to emergencies. Bargaining unit members assigned a vehicle shall abide by the LCSO dress code while operating the vehicle.

Article 18 **LEAVES OF ABSENCE**

Section 1 - Annual Leave

Full time bargaining unit members shall accrue paid vacation leave as follows:

| | |
|-----------------------------|--------------------|
| 1 to 5 years of service - | 8 hours per month |
| 10 to 15 years of service - | 12 hours per month |
| 5 to 10 years of service - | 10 hours per month |
| over 15 years of service - | 14 hours per month |

(A) Full time bargaining unit members with accrued vacation leave who resign voluntarily and who are in good standing at the time of their resignation and give two weeks notice of their resignation will receive payment for accrued vacation leave up to a maximum of 240 hours of accumulated vacation leave. This provision applies only to bargaining unit members who have been employed by the LCSO continuously for at least twelve (12) months preceding their resignation. Bargaining unit members shall not accrue additional paid leave for working hours in excess of the normal work day.

(B) Bargaining unit members requesting annual leave shall submit their request to their supervisor, other person designated by the Sheriff to approve same not less than ten days prior to the first day of vacation leave, except in emergency or extenuating circumstances.

(C) New bargaining unit members must complete the one (1) year probationary period before being eligible to use annual leave and holiday time off. The taking of annual leave will be on the dates approved by the bargaining unit members' immediate supervisor or his designee and the bargaining unit members will be advised of the name of the designee.

(D) Bargaining unit members shall not accrue additional, paid leave for working hours in excess of the normal work day.

(E) A bargaining unit member who has accrued annual leave time in excess of 200 hours may donate up to twenty (20) hours annual leave time to another LCSO employee per qualifying event (up to a maximum of eighty (80) hours per calendar year) who needs additional time due to extenuating circumstances, upon approval by the Sheriff of the donation request.

Section 2 - Break in Service

Bargaining unit members having terminated their employment, either voluntarily or otherwise, with the LCSO shall, upon re-employment, begin earning annual and sick leave as a new bargaining unit members. Accrued annual or sick leave may not be transferable from one employment period to another.

Section 3 – Holiday Leave

For the term of this Agreement, bargaining unit members will be compensated for recognized LCSO holiday time hours as outlined in Article 20 of this Agreement. Bargaining unit members will be compensated when worked as follows:

1. Bargaining unit members whose normal work day falls on a recognized LCSO paid holiday will be compensated for each hour worked at a rate of pay equal to their current hourly rate. Additionally, the member will accrue vacation leave at a rate equal

- to the number of hours worked on the recognized LCSO paid holiday. Ex. If a bargaining unit member works a 12-hour shift, they will be given 12 hours of Holiday Leave.
2. Bargaining unit members whose regular day off falls on a recognized LCSO paid holiday will earn the number of hours of Holiday Leave equal to their normal, regularly scheduled, shift

Section 4 - Sick Leave

Full time bargaining unit members, both probationary and permanent, shall earn eight (8) hours sick leave per month; with no limitation on amount of sick leave that may be accumulated. The taking of sick leave shall be according to the following guidelines:

- (a) Illness, injury, incapacitation, or quarantine of bargaining unit member.
- (b) Illness, injury of a member of the bargaining unit members' immediate family. Immediate family including spouse, children, parents, grandparents, sisters, brothers, parents of spouse, and grandparents of spouse, aunt, uncle, or as otherwise defined in the Family and Medical Leave Act.
- (c) A bargaining unit member who has accrued sick leave time in excess of 200 hours may donate up to twenty (20) hours sick leave time to another LCSO employee per qualifying event (up to a maximum of eighty (80) hours per calendar year) who needs additional time due to extenuating circumstances, upon approval by the Sheriff of the donation request.
- (d) Routine medical, dental, or optical examinations which cannot be scheduled at any time other than working hours.
- (e) If a bargaining unit member is on sick leave three consecutive days or three or more days within a thirty-day period, the LCSO may request reasonable proof of the illness and/or physicians certificate to verify, the illness. If a bargaining unit member fails to provide adequate verification of the illness, all time off shall be charged to annual leave. Bargaining unit members must notify the LCSO eight hours prior to the start of the bargaining unit members' scheduled shift. This provision will be waived by the Sheriff's Office in the event a bargaining unit member submits evidence that it was impossible to give such notification.
- (f) Bargaining unit members with unused sick leave upon retirement shall be paid their unused sick leave pursuant to General Order 15.
- (g) Consolidated leave is leave that may be used for vacation, personal business or absences due to sickness or injury.
 1. Bargaining unit members with at least six (6) years of credible Florida Retirement System Service, and who have reached the normal retirement age of fifty-five (55) for

- Special Risk members, or age sixty-two (62) for Regular Risk members; or bargaining unit members with twenty-five (25) years of creditable Special Risk service, or thirty (30) years of regular service, will be eligible for the payment of a maximum of five-hundred (500) hours of consolidated leave upon retirement, or upon retirement to enter DROP. Bargaining unit members may convert a maximum of five-hundred (500) hours of accrued sick leave to consolidated leave on a one-time career basis any time after twenty-four (24) years of creditable Florida Retirement System service, or when reaching age 54. Consolidated leave as stated above may be used for any type of leave needed by the bargaining unit member, however, no further sick leave may ever be converted to consolidated leave.
2. When sick leave is converted to consolidated leave, the amount of leave converted will be subtracted from the bargaining unit member's sick leave account.
 3. A bargaining unit member who has less than twenty-five (25) years of Special Risk creditable Florida Retirement System service, or less than thirty (30) years of regular creditable Florida Retirement System service, or six (6) years of creditable Florida Retirement System service, but has not reached the age of fifty-five (55) and terminates employment from this agency for any reason shall forfeit all unused consolidated leave credits.
 4. A bargaining unit member shall forfeit all rights to payment of unused consolidated leave, regardless of length of service if the bargaining unit member is involuntarily terminated.

Section 5 - Bonus Day

Each non-probationary bargaining unit member who completes one-hundred twenty (120) work days without taking sick leave shall be entitled to one (1) bonus day off with pay. Bonus days must be taken within ninety (90) days after the one hundred twenty (120) day accrual period or the deputy shall lose the bonus day.

Section 6 - Military Service

Any bargaining unit member who is a reserve member of the U.S. Armed Forces or the Florida National Guard, shall be eligible for paid leaves of absence for compulsory temporary duty and unpaid military leave per Florida Statutes and federal law.

Section 7 - Funeral Leave

(A) A bargaining unit member who has a death in his immediate family will be granted a maximum of three (3) work days paid leave for death.

Immediate family shall include spouse, children, parents, grandparents, sisters, brothers, parents of spouse, and grandparents of spouse, aunts and uncles. This Section, excluding relatives who permanently reside with the bargaining unit member as provided below, shall pertain to the first line of relationship only.

(B) Additionally, bargaining unit members will be granted funeral leave as provided above, once per calendar year, in the event of the death of any other relatives who permanently reside with the bargaining unit member at the time of their death.

Section 8 - Training Leave

Leave with pay plus actual expenses will be granted any bargaining unit member for job-related training seminars of short duration. This must have the prior approval of the LCSO.

Section 9 - Maternity Leave

A bargaining unit member shall be granted maternity and/or paternity leave in accordance with the Family Medical and Leave Act.

Section 10 - Leave Without Pay

Except for time off as provided by the Family Leave Act a bargaining unit member is not entitled to leave without pay except at the discretion of the Sheriff.

Article 19

PERSONAL PROPERTY REPLACEMENT AND/OR REIMBURSEMENT

(A) In the event that personal property of a bargaining unit member, which is used in activity consistent with the LCSO policies and procedures, is damaged, destroyed or lost as a result of performance of duty, the Sheriff agrees to repair or replace the item based on the following conditions:

1. The bargaining unit member is required within twenty-four (24) hours of the incident to submit a written memorandum, including an incident report, documenting the damage or loss of property to their supervisor and a receipt for the purchase of the item. If the bargaining unit member was injured during the incident such report shall be made within twenty-four hours of their return to work.
2. The Sheriff or his/her designee shall review the memorandum and approve the request prior to the disbursement of funds. No reasonable request shall be denied.
 - a. The following schedule shall apply:
 1. Wrist watches – up to \$50.00.
 2. Prescription eyeglasses, prescription sunglasses and prescription contact lenses – up to \$150.00.

3. Authorized firearms (including magazines, scopes, laser, or other attached and approved accessories) shall be based upon the actual value or replacement cost.
4. Other personal property will be based upon a reasonable replacement cost.

Article 20 **HOLIDAYS**

A total of eleven (11) holidays will be observed (or that number of days will be credited for leave to be used on other approved days).

Section 1- Holidays Observed

The following holidays are recognized holidays which will be observed by all bargaining unit members whose functions can be discontinued without adversely affecting public service:

New Year's Day, Martin Luther King Day, Memorial Day (last Monday in May), Independence Day (4th of July), Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day and the day before or the day after (as scheduled by the Board of County Commissioners). One (1) floating holiday (to be taken during the calendar year).

Section 2- Holiday falling on a Weekend

Whenever a designated holiday falls on a Saturday, the proceeding Friday will be observed. Whenever a designated holiday falls on a Sunday, the following Monday will be observed as a holiday.

Section 3- Holiday Pay, Eligibility and Work

A bargaining unit member who works on a holiday listed in Section 1 will be paid at their regular scheduled rate of pay and receive an additional hour of holiday leave for each hour worked (Ex. A bargaining unit member works 14 hours on a holiday; the bargaining unit member will be credited for fourteen (14) hours of Holiday Leave).

If a bargaining unit member works less than twelve (12) hours on a recognized holiday, the bargaining unit member will be paid at their regular rate of pay and receive an additional twelve (12) hours of holiday leave.

If the holiday occurs on the bargaining unit member's scheduled day off, the bargaining unit member will be credited with twelve (12) hours holiday leave. Only a bargaining unit member whose shift commences after 12:01 A.M. on the day of the holiday shall be entitled to holiday pay or leave.

Section 4 - Miscellaneous

A bargaining unit member may carry over up to one-hundred (100) hours of accrued holiday leave at the end of September 30th. Holiday leave in excess of one-hundred (100) hours shall be transferred to the bargaining unit member's Annual Leave bank on October 1st of each year. The bargaining unit member's annual leave bank remains subject to the established existing limitations. The Sheriff has discretion to pay from 0% to 100% of a bargaining unit member's accrued holiday leave computed at the bargaining unit member's regular rate of pay at the time of pay-out.

Article 21

WORKING OUT OF CLASSIFICATION

Section 1 - Eligibility

If, during a twelve (12) month period of time measured from the date of the first assignment to a higher classification, a bargaining unit member works in a higher classification for more than fourteen (14) work days, he/she shall be paid at the entry level of the higher rated job for any such days over fourteen (14).

Section 2 - Method of Compensation

It is understood by the parties that, insofar as pay is concerned, bargaining unit members temporarily performing duties of a higher classification shall be paid according to the same compensation method as permanent promotees.

Section 3 - Return to Regular Rate

Bargaining unit members being paid at a higher rate of pay while temporarily performing the duties of a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher class ends.

Article 22

WORKERS' COMPENSATION

Section 1 - Injury in the Line of Duty

Except as otherwise mandated by Florida law, in the event that a bargaining unit member is injured in the line of duty, and is forced to remain out of work, the bargaining unit member shall select one of the following two options: (1) receive benefits from workers' compensation insurance only; or (2) receive benefits from accrued sick or vacation leave for that portion of the time off not covered under workers' compensation insurance. Once the injured bargaining unit member has utilized all available leave, the bargaining unit member shall be compensated only as provided in the Workers' Compensation Act.

Section 2 - Benefits

Any workers' compensation benefits received by the injured bargaining unit member for any period covered by annual or sick leave payment shall revert to the LCSO and, in turn, the LCSO shall credit the bargaining unit member with accrued leave at the same percentage as the bargaining unit member is eligible to receive under the Workers' Compensation Act. Any workers' compensation leave beyond three days will be designated as medical leave under the Family and Medical Leave Act.

Article 23

HOURS OF WORK AND OVERTIME

Section 1 - Purpose

This Article is intended only to provide a basis for calculating overtime and shall not be considered as a guarantee of work of hours. There shall be no pyramiding of overtime or other premium payments.

Section 2 - Workday; Workweek

The work period consists of eighty-six (86) hours during a fourteen (14) consecutive day period. The work day for each bargaining unit member shall be eleven (11) hours and twenty-five (25) minutes inclusive of breaks and exclusive of lunch; provided, however, that bargaining unit members in the following classifications shall be on eight (8) hour shifts: Criminal Investigations Unit, School Resource Deputies, Civil Division, Drug Task Force, Training Sergeant, Transportation Division, Mail/Property, Classification Division and Maintenance.

Section 3 - Overtime Compensation

(A) Actual hours worked in excess of eighty-six (86) hours during the work period shall be compensated at the rate of time and one-half the bargaining unit member's straight time rate.

(B) Nothing herein shall guarantee a bargaining unit member payment for an eighty-six (86) hour work period unless the bargaining unit member actually works eighty-six (86) hours. Work in excess of eighty (80) hours shall be assigned at the discretion of the LCSO.

(C) The Sheriff may grant compensatory time in lieu of the payment of overtime worked beyond the eighty-six (86) hour work period. The accrued compensatory time shall be maintained separate from other types of leave provided in this agreement and the accrual and use of compensatory time shall be governed by the Sheriff unless contrary to the provisions of the Fair Labor Standards Act. All payments for overtime must be authorized by the Sheriff or his designee. Bargaining unit members who work more than the normally scheduled hours on any workday(s) shall not be required to work a changed schedule during the workweek for the purpose of avoiding overtime compensation in that workweek;

provided, however, the parties hereto acknowledge that in the event of a major emergency or disaster the work schedules of bargaining unit members may be altered or changed as circumstance and economics dictate.

Section 4 - Procedure for Overtime Assignment

Overtime work shall be assigned fairly and equitably to the bargaining unit members in a manner that will be consistent with operational efficiency and practicality and will be divided equally. In the event of an emergency the hours of overtime assigned may be disproportionate, but shall not be done in an arbitrary manner.

Article 24

JURY DUTY – WITNESS DUTY

ON-CALL – SUPPLEMENTAL PAY

Section 1 - Jury Duty

When a bargaining unit member is required to serve on jury duty, the bargaining unit member shall be relieved of responsibility for his or her regular work shift, and the LCSO shall pay the bargaining unit member the amount that would have been received had the bargaining unit member worked his/her regular work shift. All bargaining unit members who are required to serve on jury duty shall report to their supervisor that they have been notified for that purpose within 24 hours of receiving such notice when possible but in no event later than the beginning of the next work shift. When a bargaining unit member is released or is excused from jury duty, the bargaining unit member shall immediately notify his or her supervisor of their availability for work. The bargaining unit member shall turn over any money received for serving on jury duty to the LCSO.

Section 2 - Witness Duty

Any bargaining unit member who serves as a witness in any legal proceeding at the request of, or for the benefit of, the LCSO shall be paid as if engaged in the bargaining unit member's normal work. The actual time spent under this provision as a witness shall be considered hours worked under the Fair Labor Standards Act. However, when the appearance is not during the bargaining unit member's regularly assigned work hours, the bargaining unit member shall be credited for the actual time worked, or a minimum of two (2) hours, whichever is greater. When such appearance is not during regularly assigned work hours, the bargaining unit member shall be entitled to the appropriate witness fee paid, and shall include any mileage fee if using a privately owned vehicle (POV) and not a LCSO issued vehicle.

Section 3 - Call Back

Any bargaining unit member called out to work at a time not contiguous with the bargaining unit member's scheduled hours of work shall be credited for actual time worked, or a minimum of two (2) hours, whichever is greater.

Section 4 – Specialty Pay

A supplemental pay of \$50.00 per month shall be given to those bargaining unit members assigned to the SWAT Team, the Dive Team, and the K-9 unit.

Section 5 – Field Training Pay

A bargaining unit member assigned as a Field Training Deputy will receive \$ 10.00 per day for those days they were assigned a trainee. The bargaining unit member must complete the required “Daily Observation Report” for each day assigned a trainee to receive this pay.

Article 25

WAGES

Section 1

A ten-year step plan is established for the rank of Corporal and Sergeant (both LE and Detention Officers), as reflected in Appendix A. Effective November 1, 2016, the salary of employees in the bargaining unit shall be adjusted based upon their years of service in their rank, and will increase each October 1 through the term of this Agreement contingent on funding by the Board of County Commissioners.

A twenty-year step plan is established for the rank of Deputy Sheriff and Detention Officer, as reflected in the attached Appendix A. Effective November 1, 2016, the salary of employees in the bargaining unit shall be adjusted based upon their years of service in their rank, and will increase each October 1 through the term of this Agreement contingent on funding by the Board of County Commissioners.

Section 2

All future wage adjustments, if any, shall be by negotiation among the parties pursuant to Article 34, Duration.

Section 3

Bargaining unit members assigned to the night shift, which covers the period from approximately 6:00 p.m. to 6:00 a.m. will be paid a shift differential of \$75 at the time the bargaining unit members are reassigned to the day shift at the end of the quarterly shift rotation. In order to qualify for the night shift differential, the bargaining unit member must work at least forty-two (42) days during the night shift quarterly period. A bargaining unit member shall not receive more than two (2) shift differential payments totaling one hundred fifty dollars (\$150) during a fiscal year. All future adjustments, if any, shall be by negotiation among the parties pursuant of Article 34, Duration.

Article 26

EQUIPMENT AND SERVICE AWARDS

Section 1 - Accessories and Equipment

(A) Upon successful completion of the bargaining unit member's probationary period, uniforms and equipment will be provided as follows:

1. Five (5) sets of uniforms. The LCSO will replace uniforms as made necessary by wear and tear.
2. Rain gear.
3. Riot gear and protective gear will be available to bargaining unit members on each shift.
4. A jacket and two long-sleeved uniform shirts and ties.
5. An annual shoe allowance of \$100.00 per bargaining unit member.

(B) A bargaining unit member will be responsible to pay for the loss or destruction of any equipment assigned to them and to return all uniforms and equipment if the bargaining unit member leaves the LCSO.

Section 2 - Clothing Allowance

Plain clothes bargaining unit members shall receive an annual clothing allowance in the amount of \$500.00, minus all normal withholdings.

Section 3 - Awards

When an bargaining unit member retires under any provision of the retirement system the LCSO participates in, including medical disability retirement, the bargaining unit member shall be presented his badge, his service revolver or pistol, if one had been issued as part of the bargaining unit member's equipment, and an identification card clearly marked "RETIRED".

Section 4 - Award Program

The Sheriff agrees to promote a program of recognition awards for bargaining unit members which shall include:

1. Upon promotion, a framed certificate certifying the promotion.
2. Awards for bravery and outstanding service.
3. Service awards through the use of certificates, patches or pins recognizing years of service with the Sheriff; specifically recognizing fifteen (15), twenty (20) and twenty-five (25) years of service.

Article 27 **INSURANCE BENEFITS**

Section 1 - Health Insurance Program

(A) The Sheriff agrees to provide a health and major medical insurance program that bargaining unit members will be eligible to participate in on the basis of either a single or family plan.

(B) The Sheriff agrees to pay one-hundred percent (100%) of the bargaining unit member (single) coverage and the bargaining unit member agrees to pay one-hundred percent (100%) of the difference for additional dependent (family) coverage if such coverage is desired.

(C) It is expressly understood that the Sheriff may renegotiate plan coverage at anytime with a plan administrator that may result in increased, decreased or otherwise altered coverage (providers, deductibles, types of coverage, etc.).

Section 2 - Death In-Line-Of-Duty Benefits

(A) Funeral and burial expenses will be as provided in Section 112.19, Florida Statutes.

(B) Any complaint or claim by a bargaining unit member or the Association concerning this Section is not subject to the grievance procedure of this Agreement.

Article 28 **TRAVEL EXPENSES**

Section 1 - Payment of Travel Vouchers

Travel expenses of bargaining unit members authorized in advance by appropriate authority that are incurred in the performance of a public purpose authorized by law will be reimbursed in accordance with the Sheriff's reimbursement schedule. The Sheriff will make a good faith effort to pay travel vouchers within thirty (30) days after they have been properly submitted. Vouchers are considered submitted when the bargaining unit member submits them to the official designated to receive such vouchers.

Section 2 - Mileage Allowance

The Sheriff agrees to seek continued funding to provide for the payment of a mileage allowance for the use of privately-owned vehicles for official travel at the rate provided for in the Sheriff's reimbursement schedule.

Article 29 **DRUG TESTING**

(A) The Sheriff and the Association agree to drug testing of bargaining unit members in accordance with Section 112.0455, Florida Statutes, and the Drug-Free Workplace Act.

(B) All classes covered by this Agreement are designated special risk for drug testing purposes. Special risk means bargaining unit members who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

Article 30 **NO STRIKES**

Section 1

The Association agrees that during the period that it serves as bargaining agent neither it nor its deputies, agents, stewards, representatives, or bargaining unit members will authorize, institute, aid, condone or engage in slow down, work stoppage, or strike; interfere with the work and statutory functions or obligations of the Sheriff's Office; or engage in any other activities which are prohibited and defined in Sections 447.203(6), 447.501(2), 441.505, 447.507, and 447.509, Florida Statutes. Said Association deputies, agents, stewards, and representatives agree that it is their continuing obligation to maintain compliance with this Article and the state law.

Section 2

The Association supports the Sheriff's Office fully in maintaining normal operations and agrees that its deputies, agents, representatives or stewards shall, to the fullest extent possible, abide by the provisions of this Article and the law by remaining at work during any interruption by others and to make every effort to compel bargaining unit members to cease their engagement in the activities recited in the preceding paragraph and to return to work and publicly disavow the strike. The Association shall be liable for damages which might be suffered by the Sheriff's Office as a result of a violation of this no strike provision by its deputies, agents, stewards, representatives, or bargaining unit members. The amount of these damages shall be determined through arbitration under this provision unless this issue has already been determined by a circuit court pursuant to the provisions of Section 447.507(4), Florida Statutes.

Article 31

DISCIPLINARY ACTION

Section 1 – Grievance Procedure

A bargaining unit employee who has achieved regular status with the Sheriff may only be disciplined for just cause. Any dispute over whether a bargaining unit member has been disciplined for just cause shall be grieved pursuant to the process set forth in this Article, and not the grievance procedure set forth in Article 6 of this Agreement. Furthermore, only disciplinary actions involving reduction in base pay, suspensions, demotions or dismissals are subject to the grievance procedures set forth in this Article.

Step 1

Any regular status bargaining unit member who has been issued a disciplinary action involving a reduction in pay, suspension, demotion or dismissal, may file within seven (7) working days a written grievance with the LCSO's Major/Division Director. Failure to timely file the grievance shall render the disciplinary action final and binding. The Major/Division Director must meet with the grievant within seven (7) working days of receipt of the grievance unless such meeting has been mutually waived. The Major/Division Director shall answer the grievance in writing within seven (7) working days of the meeting.

Step 2

If the grievant is not satisfied with the written answer of the Major/Division Director, or if no timely written answer is rendered by the Major/Division Director, the grievant may, within seven (7) working days, appeal the grievance to the Sheriff. The Sheriff or his designee shall meet with the bargaining unit member or an Association representative within seven (7) working days of receipt of the appeal. The Sheriff shall answer the grievance in writing within five (5) working days of the meeting.

Step 3

If the grievant or the Association representative is not satisfied with the written answer of the Sheriff, or if no timely written answer is rendered by the Sheriff, the grievant or the Association representative shall submit a written request, signed also by the grievant, appealing the grievance to the Disciplinary Review Board within five (5) working days of the answer or failure of a timely answer.

Section 2 - Disciplinary Review Board Selection

(A) The Disciplinary Review Board shall consist of five (5) impartial law enforcement officers selected from agencies (other than LCSO); selected from either state, county, or city departments located in Levy, Dixie, Gilchrist, Citrus, Alachua, or Marion Counties. Within fifteen (15) working days from the

date of completing Step 3 of this grievance procedure, unless an extension of time is mutually agreed to by the parties, the Association shall select two (2) members, the Sheriff shall select two (2) members, and those four must mutually agree upon the fifth member who will act as Chairperson of the Board. If a fifth cannot be mutually agreed upon, both parties shall submit one name and a coin toss shall determine the fifth.

(B) Disciplinary Review Boards shall convene not later than ten (10) working days from the date the make up of the Review Board is determined, and shall be held at times and locations mutually agreed to by the parties. The time requirements of this section may be extended by mutual agreement of the parties. Under normal circumstances the hearing will be held in Levy County, Florida however; selection of the site shall take into account the availability of evidence, location of witnesses, and existence of appropriate facilities.

(C) The Disciplinary Review Board may fashion an appropriate remedy to resolve the grievance. The Disciplinary Review Board's findings must be based on competent substantial evidence and not hearsay. Provided the decision is in accordance with their jurisdiction and authority under this Agreement, the decision shall be final and binding on the Sheriff, the Association, and the grievant; except that the decision may be reviewable pursuant to the standards set forth in the Florida Arbitration Act.

(D) The Disciplinary Review Board shall hear the evidence, deliberate in public, and render a decision.

(E) The Disciplinary Review Board shall have no authority to determine any other issue, and shall refrain issuing any statement of opinion or conclusion not essential to the determination of the issue submitted.

(F) The Disciplinary Review Board shall limit their decision strictly to the application and interpretation of the specific provisions of this Agreement; and may include current policies of the Levy County Sheriff's Office.

(G) The Disciplinary Review Board's award may include back pay to the grievant. No award for back pay shall exceed the amount of pay the bargaining unit member would otherwise have earned at his regular rate of pay, including overtime, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance.

(H) The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources and/or unemployment compensation received by the bargaining unit member during the period of time affected by the award.

(I) The reasonable fees and expenses of the Disciplinary Review Board shall be borne equally by the parties; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. Those employees of the Levy County Sheriff's Office who are identified as witnesses and normally scheduled to work during the convening of a Disciplinary Review Board shall be permitted to appear and provide testimony as required without any loss of pay.

Article 32 **SEVERABILITY/CONFLICTING LAWS**

Section 1

Should any provision of this Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any Court order or decree, all other provisions and sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

Section 2

Any conflicting state or federal laws will supersede any article in this Agreement.

Article 33 **ENTIRE AGREEMENT**

Section 1 - Agreement/Reopeners

(A) This Agreement, upon ratification, supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge 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 not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

(D) Nothing herein shall preclude LCSO or the Association from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

Section 2 - Memorandum of Understanding/Settlements

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

Article 34 TERM

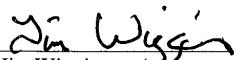
Upon ratification by both parties, the term of this Agreement shall be from October 1, 2016 until midnight, September 30, 2019. The parties agree that for years two (2) and three (3) of this agreement, they will commence negotiations not later than June 1, for each fiscal year remaining, over: (1) Article 25, Wages; and (2) Article 23, Hours of Work and Overtime. Each party shall also have the right to negotiate up to three other issues contained in this Agreement.



Robert B. McCallum Jr., Sheriff
Levy County Sheriff's Office

10/20/16

Date



Jim Wiggins
Florida Police Benevolent Association

11/21/16

Date



George Corwine
President, North Central Florida PBA

11/21/16

Date

Appendix A

Levy County Pay Scale

Completed Years in Rank as of October 1st

| Position | Less than 2 | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years | 7 Years | 8 Years | 9 Years | 10 Years |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Deputy | \$ 32,000.00 | \$ 32,800.00 | \$ 33,620.00 | \$ 34,460.50 | \$ 35,322.01 | \$ 36,205.06 | \$ 37,110.19 | \$ 38,037.94 | \$ 38,988.89 | \$ 39,963.62 |
| Position | 11 Years | 12 Years | 13 Years | 14 Years | 15 Years | 16 Years | 17 Years | 18 Years | 19 Years | 20+ Years |
| Deputy | \$ 41,162.52 | \$ 42,191.59 | \$ 43,246.38 | \$ 44,327.54 | \$ 45,435.72 | \$ 46,571.62 | \$ 47,735.91 | \$ 48,929.31 | \$ 50,152.54 | \$ 51,406.35 |
| Position | Less than 2 | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years | 7 Years | 8 Years | 9 Years | 10 Years |
| Corporal | \$38,500.00 | \$39,655.00 | \$40,844.65 | \$42,069.99 | \$43,332.09 | \$44,632.05 | \$45,971.01 | \$47,350.14 | \$48,770.65 | \$50,233.77 |
| Sergeant | \$43,000.00 | \$44,182.50 | \$45,397.52 | \$46,645.95 | \$47,928.71 | \$49,246.75 | \$50,601.04 | \$51,992.57 | \$53,422.36 | \$54,891.48 |
| Position | Less than 2 | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years | 7 Years | 8 Years | 9 Years | 10 Years |
| Det. Officer | \$ 32,000.00 | \$ 32,800.00 | \$ 33,620.00 | \$ 34,460.50 | \$ 35,322.01 | \$ 36,205.06 | \$ 37,110.19 | \$ 38,037.94 | \$ 38,988.89 | \$ 39,963.62 |
| Position | 11 Years | 12 Years | 13 Years | 14 Years | 15 Years | 16 Years | 17 Years | 18 Years | 19 Years | 20+ Years |
| Det. Officer | \$ 41,162.52 | \$ 42,191.59 | \$ 43,246.38 | \$ 44,327.54 | \$ 45,435.72 | \$ 46,571.62 | \$ 47,735.91 | \$ 48,929.31 | \$ 50,152.54 | \$ 51,406.35 |

