

COLLECTIVE BARGAINING AGREEMENT

between the

BROWARD SHERIFF'S OFFICE



and the

**FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE, INC.
LAW ENFORCEMENT LIEUTENANTS BARGAINING UNIT**



OCTOBER 1, 2021 – SEPTEMBER 30, 2024

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PREAMBLE

THIS AGREEMENT is entered into this October 1, 2021 by and between Broward County Sheriff's Office (hereinafter referred to as "Sheriff" or "BSO"), and the FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC., (hereinafter referred to as the "FOP" or the "UNION"), as the sole and exclusive bargaining representative of the bargaining unit members within the certified Bargaining Unit.

WITNESSETH

WHEREAS, the FOP has been determined to be the certified bargaining representative of the bargaining unit members within the certified unit by the Public Employees Relations Commission based upon the Special Act of the Florida Legislature, House Bill 93-865, which inter alia, provides for rights of collective bargaining for specified deputy sheriffs, including those holding the rank of Lieutenant, employed by the Sheriff of Broward County;

WHEREAS, the Sheriff's obligation to bargain and to enter into this Agreement, which might in any way alter the Sheriff's rights under the Florida Constitution or at common law, is solely based upon the Special Act referred to herein above;

WHEREAS, the Sheriff and the FOP have negotiated in good faith, with the FOP acting, as the exclusive agent for personnel included in the certified unit with respect to wages, hours, and terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate negotiations, and having had an opportunity to freely discuss any and all issues, have reached certain understandings which they desire to confirm in this Agreement.

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE 1
RECOGNITION**

The Sheriff recognizes the FOP as the sole and exclusive bargaining agent for the Bargaining Unit of employees as certified by the Public Employees Relations Commission, Certification # 1905, with respect to the working conditions, rate of pay and other conditions of employment for those bargaining unit members of the Sheriff working within the certified unit, to-wit;

INCLUDED:

All regular, full-time sworn law enforcement officers employed by the Broward County Sheriff's Office in the position of Deputy Sheriff with a rank of Lieutenant.

EXCLUDED:

All other employees of the Broward County Sheriff's Office including all other sworn law enforcement personnel and employees who are managerial, confidential, temporary, reserve, part time and probationary as provided for in Chapter 93-370, Laws of Florida.

**ARTICLE 2
NON-DISCRIMINATION**

- 2.1 No bargaining unit member covered by this Agreement will be discriminated against by the Sheriff because of membership in the FOP, or authorized activity as required in this Agreement on behalf of the FOP.
- 2.2 The FOP will not discriminate against bargaining unit members covered by this Agreement on the basis of their refusal to become a FOP member.
- 2.3 Both the Sheriff and the FOP oppose discrimination on the basis of race, color, creed, sex, sexual orientation, national origin, age, religion, disability, pregnancy, marital status, or gender identity and expression or as otherwise required by law. However, the parties also recognize that the Sheriff has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

**ARTICLE 3
MANAGEMENT RIGHTS**

The FOP recognizes the right of the Sheriff to operate, manage, and direct all affairs of his office, including the exclusive right, subject to the terms of this Agreement, which arises solely from the Special Act of the Florida Legislature, House Bill 93-865:

- 3.1 To manage and direct all employees of the Sheriff's Office.
- 3.2 To hire, rehire, reinstate, promote, transfer, schedule, assign, retain and lay off employees in position with the Sheriff's Office.
- 3.3 To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- 3.4 To maintain the efficiency of the operation of the Sheriff's Office.
- 3.5 To determine the structure and organization of the Sheriff's office, including the right to supervise, subcontract, expand, consolidate or merge any division thereof.
- 3.6 To determine the number of all employees who shall be employed by the Sheriff, the job makeup, activities, assignments, and the number of hours and shifts to be worked per week, including starting and quitting times of all employees.
- 3.7 To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand, or cease any position.
- 3.8 To determine internal security practices.
- 3.9 The exercise of the above-defined rights by the Sheriff shall not preclude employees or the FOP from raising grievances should decisions on the above matters have the practical consequences of violating the terms of this Agreement.
- 3.10 The FOP acknowledges that the Sheriff may make amendments, revisions, additions, deletions and/or changes to the Sheriff's Policy Manual (SPM). Both parties agree to adhere to the most recent version of the SPM, until such amendments, revisions, additions, deletions and/or changes are made effective. Any amendments, revisions, additions, deletions and/or changes to the Manual shall be provided to the FOP ten (10) days prior to issuance, when practicable. This does not constitute a waiver of the FOP's right to impact bargaining. However, impact bargaining will be deemed waived if not requested in writing to the Sheriff within 30 days of change.

ARTICLE 4
WORK RULES AND REGULATIONS

- 4.1 It is recognized that the Sheriff currently has work rules, regulations, policies and procedures governing employment. The parties agree that the Sheriff has the sole and exclusive discretion to formulate, amend, revise and implement such rules, regulations, policies and procedures.
- 4.2 In the event that any rule, regulation, policy or procedure conflicts with this Agreement, the language in this Agreement shall control.

ARTICLE 5
NO STRIKE OR WORK STOPPAGE

The FOP, its officers, agents, representatives, and its bargaining unit members and employees agree that they will not strike, as defined by the Public Employees Relations Act, and agree not to participate in a strike against the Sheriff by instigating or supporting a strike, nor shall the bargaining unit members participate in a work stoppage, slowdown, sick out, job actions or picketing in furtherance, of any of the above-prohibited activities. The parties agree that any bargaining unit member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the Sheriff.

**ARTICLE 6
BULLETIN BOARDS**

- 6.1 The Sheriff agrees to permit reasonable use of all departmental bulletin boards located within the Sheriff's office by the FOP to be used for official Bargaining Unit notices only.
- 6.2 The FOP may provide written requests to the Sheriff to place its bulletin boards, at the sole expense of the FOP, at each one (1) of the District Offices and the Broward Sheriff's Office Public Safety Building.
- 6.3 The Sheriff, in his sole discretion, shall determine the size, location and type of bulletin boards which may be provided by the FOP. The FOP agrees that it may only use and/or post one (1) bulletin board at each District and that those bulletin boards shall not be locked or enclosed.

ARTICLE 7
FOP REPRESENTATIVE/UNION BUSINESS

- 7.1 The Sheriff recognizes the right of the FOP to designate FOP representatives as it deems appropriate, with the understanding that representatives will be appointed based on location and shift, not to exceed more than two (2) representatives per shift and not more than one (1) representative from any one (1) District and/or from any one (1) specialty unit per shift. The FOP shall provide the Sheriff or designee a list of its designated representatives (and any alternates) and shall update such list as changes are made. Only those representatives (or alternates) so designated shall be authorized to utilize the FOP union leave time pool bank pursuant to the provisions set forth below. All designated FOP representatives, when employed by Sheriff, will have a work assignment and schedule consistent with their job classification.
- 7.2 The Sheriff agrees to contribute up to a total of one hundred (100) hours per year to a FOP union leave time pool for all bargaining unit members. Such time shall be utilized by FOP representatives, if necessary, for bargaining unit business as set forth in Section 7.5. Unused hours will not be carried over to the following year.
- 7.3 Upon depletion of the union leave time hours stated in 7.2, the FOP is required to authorize the Sheriff to process up to one hundred (100) hours of annual leave from FOP bargaining unit member donations. Such time shall be utilized by FOP representatives, if necessary, for bargaining unit business as set forth in Section 7.5. Donated bargaining unit member time can be carried over to the following year.
- 7.4 For each union representative who is authorized to use time from the union leave time pool, the bargaining unit member shall fill out the Employee Leave Request form as provided by BSO. This form shall be processed through the command of the bargaining unit member who is to use pool time. Command personnel shall determine if the bargaining unit member's absence will create a staffing shortage and will have the option to approve or disapprove this request.
- 7.5 Hours from the FOP union leave time pool may be utilized by designated FOP representatives when they are required to represent bargaining unit members as part of grievance procedures, when they attend monthly FOP Board of Directors meetings, negotiation sessions and meetings, and other mutually agreed meetings, subject to available staffing needs. The parties agree to limit the number of designated representatives attending functions other than official negotiation sessions, as specified in Section 7.1 of this Agreement. The parties agree that the number of designated representatives attending official negotiation sessions will be restricted to no more than four (4) representatives on union leave time status. Bargaining unit members attending such functions will submit an Employee Leave Request form to the District/Division captain in the member's chain of command at least five (5) days prior to the time the bargaining unit member is requesting to use the union leave time pool. It is understood that, on rare occasions, the five (5) day time limit may not be met. Failure to file a completed Employee Leave Request

form five (5) days prior to the bargaining unit member's request for use of union leave pool time may result in the bargaining unit member's not being paid for the time requested.

- 7.6 The FOP union leave time pool will be used on an hour for hour basis, regardless of the hourly rate of the bargaining unit member using time from the time pool. In reporting a bargaining unit member's absence as a result of utilizing the union leave time pool, the daily attendance record shall reflect:

"Lieutenant John Doe on FOP" (FOP Union Leave Time Pool)

- 7.7 All applicable rules, regulations, and orders of the Sheriff's Policy Manual (SPM) shall apply to any bargaining unit member on union leave pool time. Violations of the above-mentioned rules, regulations and orders shall subject the bargaining unit member on union leave pool time to the regular disciplinary process currently provided for by the Broward Sheriff's Office.
- 7.8 Bargaining unit members who are on unpaid administrative suspension, Worker's Compensation or FMLA leave are not eligible to utilize the union leave time pool hours.

**ARTICLE 8
NOTIFICATION POLICY**

- 8.1 The designated sworn FOP representatives will be notified by Broward County's CAD Alerts of critical incidents received by command staff. The Sheriff or his designee agrees to make a reasonable effort to ensure that the FOP is not denied the notice provided for in this section.
- 8.2 Other than those situations in which the response of the FOP is specifically requested by the Sheriff, it shall be within the discretion of the FOP to determine whether an actual physical response is necessary.
- 8.3 The FOP will provide the necessary information to facilitate compliance with this Article.

**ARTICLE 9
UNION DEDUCTIONS**

Union deductions shall be made in accordance with forms provided by the FOP and executed and authorized by the bargaining unit member authorizing said deductions. There shall be no charge made by the Sheriff for these deductions. The exact amount of monies to be deducted for each bargaining unit member shall be provided by the FOP to the Sheriff. Any changes in the amounts to be deducted shall be given to the Sheriff thirty (30) days in advance. These monies shall be transmitted via electronic file transfer as designated by the FOP on a biweekly basis after the deductions are taken from the biweekly payroll. The FOP shall indemnify the Sheriff and hold the Sheriff harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken by the Sheriff to comply or attempt to comply with the provisions of this Article.

This assignment, authorization and direction shall be revocable, at any time, upon thirty (30) days written notification by the bargaining unit member, to the Sheriff and the FOP.

ARTICLE 10
WORKWEEK AND EXEMPT EMPLOYEE PACKAGE

- 10.1 The basic workweek for bargaining unit members shall consist of forty (40) hours per week, unless otherwise specified or scheduled by the Sheriff or his designee.
- 10.2 Bargaining unit members assigned to a forty (40) hour workweek schedule will be assigned to work five (5) consecutive eight (8) hour days per week; or four (4) consecutive ten (10) hour days per week, or as scheduled by the Sheriff or his designee.
- 10.3 The parties recognize that all Lieutenants are salaried bargaining unit members who perform supervisory functions and are exempt from overtime coverage of the Fair Labor Standards Act (FLSA). Therefore, it is recognized that Lieutenants are not eligible to receive overtime compensation.
- 10.4 Bargaining unit members may utilize eighty (80) hours of Administrative Leave per calendar year. Bargaining unit members shall obtain supervisory approval prior to using administrative leave. Bargaining unit members are not required to submit proof of hours worked as a prerequisite to use of administrative leave. Administrative leave time may not be accumulated. Leave time must be used within the calendar year or it will be lost.

ARTICLE 11 LAY OFF/RECALL

The Sheriff retains the exclusive right to determine the need for personnel reduction.

- 11.1 For the purpose of this Article, bargaining unit members shall have two (2) types of seniority: Classification Seniority and Department Seniority. Classification Seniority is defined as the length of service in a specific job classification. Department Seniority is defined as the length of service with the Broward Sheriff's Office, measured from the bargaining unit member's initial date of hire.
- 11.2 In the event of personnel reduction, bargaining unit members shall be laid off in the inverse order of their seniority in their classification; provided, however, that where two (2) or more bargaining unit members have seniority standing within thirty (30) days of each other, the Sheriff shall determine the order of layoff, in his discretion, based, inter alia, on education and performance. However, if a layoff occurs, the bargaining unit member(s) shall have the right to revert to the next lowest rank for which they have adequate seniority, as defined herein. Upon reverting to a lower rank, a bargaining unit member's seniority shall be determined by the date of his/her original permanent appointment to that rank. All probationary bargaining unit members shall be reduced in rank before any non-probationary bargaining unit member is reduced in rank.
- 11.3 Bargaining unit members shall be recalled from layoff or reduction in rank pursuant to layoff in accordance with their seniority in the classification from which they were laid off. Recalled bargaining unit members will retain and carry over with them all seniority previously accrued in the classification from which they were laid off. No new bargaining unit member shall be hired or promoted until all non-probationary bargaining unit members on layoff status in that classification (i.e., on layoff and/or reverted in rank) have had an opportunity to return to their classification. The Sheriff reserves the right in his sole discretion to require that said recalled bargaining unit members submit to any such existing entry level test(s) (e.g., physical, psychological, polygraph, toxicology testing), in order to determine that they are physically and mentally capable of performing the work available at the time of recall. Further, all such recalled bargaining unit members must meet all of the established standards set by the Sheriff in effect at the time of the recall. When subject to recall to a Lieutenant position, bargaining unit members will be recalled before the position is filled by another classification.

ARTICLE 12
LEAVE OF ABSENCE WITHOUT PAY

A bargaining unit member may be granted a leave of absence without pay with the prior approval of the Sheriff as provided for in the Family and Medical Leave Act (FMLA) and in accordance with the Sheriff's policies.

ARTICLE 13 EQUIPMENT

- 13.1 The Sheriff will provide uniforms consistent with the Sheriff's Policy Manual (SPM).
- 13.2 In the event that personal property of a bargaining unit member 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:
- a) The bargaining unit member is required, within seventy-two (72) hours of the incident, to submit a written memorandum including a police report, proof of purchase (which may include documentation other than a receipt), and documentation of the loss; and
 - b) The District/Division commander or designee must review the bargaining unit member's memorandum and approve the request prior to disbursement; and
 - c) The total compensation to a bargaining unit member is limited to \$400.00 per calendar year. (Not to include firearm).

Firearms (duty weapon) will be replaced at the actual cost of the same or similar weapon.
 - d) Prescription eyeglasses, prescription sunglasses and prescription contact lenses - up to \$100.00 (and only if not otherwise reimbursed through another source, such as workers' compensation coverage).
- 13.3 The Sheriff will provide replacement of all leather goods/accessories required for a bargaining unit member's use, and the bargaining unit member shall present any leather accessories to the District/Division commander or designee for inspection and approval prior to receiving a replacement. All damaged leather goods shall be returned to the Sheriff prior to giving the bargaining unit member a replacement.
- 13.4 Bargaining unit members will be issued a rechargeable flashlight at time of hire. Damaged flashlights or replacement parts due to normal wear will be the responsibility of BSO.
- 13.5 Bargaining unit members, while on duty in uniform, will be required to wear one of the following types of footwear:
- a) Oxford or ankle boot with corfam upper, black in color
 - b) Oxford or ankle boot with leather upper, black in color
 - c) Combat/jump-boot, leather upper, completely black in color, to include boots that are partly made of fabric and partly made of leather. All boots will be the lace up type.

- d) Plain black leather sneakers. However, this footwear is not acceptable for special occasions requiring Class A uniforms, i.e. funerals, parades or other similar events.

13.6 Bargaining unit members covered by this Agreement will be provided, at five-year increments, a longevity service bar to be worn on the uniform in conformance with the Sheriff's Policy Manual (SPM). Said service bar will be supplied at no cost to the bargaining unit member.

ARTICLE 14
UNIFORMS

The Sheriff agrees to appoint one (1) bargaining unit member to serve as a representative on the uniform committee. The FOP may submit recommendations for the improvements of uniforms and other equipment. The Sheriff's decision on uniforms shall be final.

ARTICLE 15
RETIREMENT BENEFITS

- 15.1 **Florida Retirement System (FRS)** – The definition of normal retirement as defined by FRS applies to employees in both the Pension Plan and the Investment Plan. The definition and requirements will apply for retirement insurance discount eligibility determination.

Contract City Pension – Those bargaining unit members retiring from a contract city pension plan must meet the definition and eligibility requirements of the applicable contract city pension plan’s regular retirement for retirement insurance discount eligibility determination.

Each bargaining unit member who normally retires on length of service or medical disability shall receive his/her issued badge (suitable ID case), and identification card clearly marked "retired," including those bargaining unit members who are employed by the Broward Sheriff’s Office and are governed by a contract city pension plan.

Bargaining unit members leaving in good standing who have at least twenty-five (25) years of combined service to include BSO and contract city time, shall receive his/her issued badge (suitable ID case) and identification card clearly marked “retired”.

- 15.2 Bargaining unit members hired prior to October 1, 2007 will be grandfathered to continue eligibility for the two percent (2%) retirement discount program. Bargaining unit members hired on or after October 1, 2007, will not be eligible for the two percent (2%) retirement discount program. Each bargaining unit member who qualifies for normal retirement under the Florida Retirement System (FRS) shall receive a post-retirement health insurance benefit equal to active duty members. Under said plan, the retiring member who is qualified to retire under FRS, and is in “good standing” will receive two percent (2%) credit for each year of creditable service pro-rated by each full month of service with BSO to a maximum of fifty percent (50%) of the total health insurance premium cost. Good standing as used in this section shall be defined as a bargaining unit member retiring without criminal charges pending, or without administrative charges pending that subsequently result in a final decision to terminate. If administrative charges are pending at retirement that ultimately result in a recommendation for termination, the eligible bargaining unit member will continue to receive the two percent (2%) credit until ten (10) days after the Sheriff or designee renders a decision to terminate, or if appealed, upon resolution of a timely filed demand for arbitration upholding the termination.
- 15.3 Bargaining unit members transitioned to BSO prior to October 1, 2007 will be grandfathered to continue eligibility for the two percent (2%) retirement discount program. Bargaining unit members transitioned to BSO on or after October 1, 2007, will not be eligible for the two percent (2%) retirement discount program.

Those bargaining unit members who retire from a contract city pension plan, and are employees of the Broward Sheriff's Office, are eligible to remain in the Broward Sheriff's Office health care plan. Under said plan, the retiring member who is qualified to retire in "good standing" as outlined herein will receive two percent (2%) for each year of creditable service pro-rated by each full month of service with BSO to a maximum of fifty percent (50%) of the total health insurance premium cost.

- 15.4 Retiring bargaining unit members retiring in good standing, who meet the requirements outlined herein and who do not wish to continue to participate in the BSO Group health plan at time of retirement from BSO may elect to receive a monthly stipend equal to the premium amount paid by the Sheriff utilizing the lowest HMO or equivalent cost rates in place at the time of retirement with the employee's percentage discount applied as outlined herein. The level of coverage, will be determined by the lowest coverage level maintained for the 24 months directly preceding retirement.

Retiring bargaining unit members who meet the requirements outlined herein and who do not participate in the BSO Group health plan at the time of retirement from BSO, may elect to receive a monthly stipend equal to the premium amount paid by the Sheriff utilizing the lowest single coverage cost rate in place at the time of retirement with the employee's percentage discount applied as outlined herein. The stipend shall cease the month immediately following the member reaching Medicare eligibility.

Employees who elected to continue coverage in the BSO Group Health Insurance may at a later date cancel the coverage and elect to receive a monthly stipend equal to the stipend available at the time of separation/retirement. Employees are only eligible to elect the monthly stipend upon cancellation of their active participation in the BSO Group Health Insurance Plan.

- The employee must send written notification to BSO 30 days prior to the date they wish to terminate the coverage
- Termination of coverage must be the end of the month
- Employees will have 30 days from the last day of coverage to rescind their cancellation and maintain health insurance through the Broward Sheriff's Office
- Once cancellation of health coverage takes effect, the retiree will begin receiving monthly stipend payments based on the amount equal to the stipend available at the time of separation/retirement

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

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

ARTICLE 16
AMERICANS WITH DISABILITIES ACT

- 16.1 BSO may be required to take certain actions to comply with the Americans with Disabilities Act (ADA). These actions may be required to be maintained as confidential under the ADA, yet impact upon bargaining unit members covered by this Agreement. Accordingly, BSO is permitted to take such action(s) in compliance with the ADA requirements without disclosure to the FOP or any affected bargaining unit member. In that event, no action taken by BSO, in compliance with ADA, is subject to the grievance procedure herein.
- 16.2 The FOP may ask bargaining unit members to execute written waivers of the confidentiality requirements of the ADA and provide a copy of those waivers to BSO. With respect to any such waiver, the provisions of this Article regarding access to the grievance procedure shall not apply.
- 16.3 The parties agree to be bound by any subsequent federal regulations or interpretive guidelines as to the application of the ADA which apply in the context of collective bargaining.

ARTICLE 17 SALARY

Salary schedules for bargaining unit members are hereby established contingent upon funding by the Broward County Board of Commissioners. All salary changes take effect the first full pay period after the recited date in the following sections. To the extent that any wages or other benefits in this agreement may be applied retroactively, such wages and benefits will apply only to those bargaining unit members actually employed by the Sheriff at the time of the ratification of this agreement.

Salary Range Adjustments

- 17.1 Effective the first full pay period after October 1, 2021, the Sheriff will provide all bargaining unit members with a pay increase of one percent (1%) of their base salary, i.e. excluding incentive, longevity, supplemental or any additional pay. Effective the first full pay period after April 1, 2022, the Sheriff will provide all bargaining unit members with an additional pay increase of two percent (2%) of their base salary, i.e., excluding incentive, longevity, supplemental or any additional pay.
- 17.2 Effective Fiscal Year 2022/2023 (October 1, 2022 thru September 30, 2023), a three percent (3%) or greater salary range adjustment for bargaining unit members will preclude a reopener of this article. If the salary range adjustment is less than three percent (3%), the parties will reopen this provision of this article solely for the purposes of negotiating a salary range adjustment. Notice of the proposed salary range adjustment will be made within fifteen (15) calendar days from October 1, 2022. If an additional increase to the salary range is given after the first full pay period, the additional amount and effective date shall be determined by the Sheriff.
- 17.3 Effective Fiscal Year 2023/2024 (October 1, 2023 thru September 30, 2024), a three percent (3%) or greater salary range adjustment for bargaining unit members will preclude a reopener of this article. If the salary range adjustment is less than three percent (3%), the parties will reopen this provision of this article solely for the purposes of negotiating a salary range adjustment. Notice of the proposed salary range adjustment will be made within fifteen (15) calendar days from October 1, 2023. If an additional increase to the salary range is given after the first full pay period, the additional amount and effective date shall be determined by the Sheriff.
- 17.4 The Sheriff agrees to maintain a minimum of ten percent (10%) differential between the Lieutenant's base salary (Step 9) and the Sergeant's base salary top step (currently Step 9), to include the four percent (4%) First Responder supplemental pay or any other salary supplement, excluding specialty unit salary supplements, or any additional pay increases, including but not limited to longevity or additional pay steps.

Step Plan

- 17.5. In accordance with the Appendix A, bargaining unit members not at the maximum rate of the pay range shall advance one step in the pay plan on the member's anniversary date.

Longevity Step Plan

- 17.6 Bargaining unit members after having served one (1) year in Step 9 and having completed twelve (12) years of continuous service from their date of hire, shall be entitled to move from Step 9 to Step 10 on the first full pay period following the bargaining unit members anniversary date.

Bargaining unit members after having served one (1) year in Step 10 and having completed eighteen (18) years of continuous service from their hire date, shall be entitled to move from Step 10 to Step 11 on the first full pay period following the bargaining unit members anniversary date.

Bargaining unit members after having served one (1) year in Step 11 and having completed twenty (20) years of continuous service from their hire date, shall be entitled to move from Step 11 to Step 12 on the first full pay period following the bargaining unit members anniversary date.

Effective April 1, 2020, an additional two percent (2%) will be added to Step 12.

**ARTICLE 18
SPECIAL BENEFITS**

18.1 The Sheriff shall provide and pay full premiums in accordance with Florida State Statute 112.19 to include all bargaining unit members covered by this Agreement who are temporarily or permanently assigned to the helicopter or fixed wing section.

18.2 All bargaining unit members shall be issued a take home vehicle or receive a monthly salary supplement of four hundred fifty-three dollars and forty-five cents (\$453.45) per month at the Sheriff's option. Bargaining unit members who lease or purchase a vehicle in response to receiving the salary supplement will be permitted to continue receiving the supplement through the period of the loan or lease, but only during such time as said bargaining unit member(s) remain employed with BSO with the rank of Lieutenant.

Bargaining unit members who are eligible for take home vehicles will be assigned a marked or unmarked vehicle at the Sheriff's discretion. Vehicle assignments will not be altered for arbitrary or disciplinary reasons, unless as a part of an administrative Internal Affairs case.

Bargaining unit members shall be authorized to take their assigned vehicles home so long as they reside in the tri-county area (Dade, Broward and Palm Beach County).

18.3 Bargaining unit members regularly assigned to SWAT (including Hostage Negotiators) will receive a one hundred fifty dollar (\$150.00) bi-weekly supplement in addition to their base salary. The supplement payment shall be non-cumulative and will not be included in base salary for any purpose.

18.4 Effective January 1, 2022, the Sheriff shall provide a clothing allowance of four hundred fifty (\$450.00) dollars per year for bargaining unit members working full-time in the following assignments: Investigators assigned to Criminal Investigations (CI), Strategic Investigations Division (SID), Real Time Crime Center (RTCC), Threat Management Unit (TMU) and Internal Affairs.

Eligibility for clothing allowance shall be determined as of January 1 for service performed in the above specified assignments for the preceding year and will be paid by January 30 to active bargaining unit members on a pro-rata basis computed monthly for determination of eligibility and payment.

During the term of this agreement if any other units are created BSO and the FOP agree to meet and confer to discuss whether such newly created unit(s) should be included in Article 18.4.

- 18.5 Bargaining unit members who are regularly assigned as Executive Officers shall receive a bi-weekly supplement of three percent (3%) of his/her current base rate of pay during such period of assignment. The salary supplement shall be non-cumulative and not included in base salary.
- 18.6 Bargaining unit members regularly assigned to Criminal Investigations, Strategic Investigations Division (SID), Training Division, and Special Operations will receive a seventy-five (\$75.00) dollar bi-weekly supplement to his/her base salary. The supplemental payment shall be non-cumulative and not included in base salary.
- 18.7 The bargaining unit member can receive no more than one supplemental pay from Sections 18.3, 18.5, 18.6, or 18.9, regardless of the number of concurrent special assignments with the exception of Executive Officers who can receive Quick Response Force (QRF) as outlined in 18.9. The bargaining unit member may choose the one supplemental pay he/she is to receive.
- 18.8 Bargaining unit members regularly assigned to uniformed road patrol and who physically work 50% or more of their shift, after 1800 hours, on a regular basis, and are not assigned to a specialty unit shall receive a bi-weekly supplement for hazardous duty pay in the amount of eighty dollars (\$80.00) in addition to their base salary. The supplement payment shall be non-cumulative and not included in base salary.
- 18.9 **Quick Response Force (QRF)** Bargaining unit members regularly assigned to Quick Response Force (QRF) who do not receive supplemental pay per Section 18.3, 18.6 or Critical Incident Pay per Section 18.10, will receive a five percent (5%) above his/her base hourly pay for each hour while activated by the Sheriff or designee. Bargaining unit members are not eligible for this supplement while training for Quick Response Force purposes. This section shall sunset on March 31, 2023.
- 18.10 Effective April 1, 2023, bargaining unit members regularly assigned to Quick Response Force (QRF) or School Resource Deputies (SRD) will receive a seventy-five (\$75.00) dollar bi-weekly supplement to his/her base salary. The supplemental payment shall be non-cumulative and not included in base salary.

18.11 **FLSA Exempt - Critical Incident Pay**

In the event a bargaining unit member covered under this agreement is required to work by the Sheriff outside their normal work schedule to staff an incident in direct response to an event which is recognized as a declared state of emergency, the bargaining unit member will receive their base rate of pay within the Lieutenant pay range computed at time and one-half per hour for hours worked. Partial hours will be rounded to the nearest quarter hour.

The parties agree and acknowledge that Lieutenants covered under this agreement are salaried employees exempt from overtime compensation under the provisions of this Agreement and the Fair Labor Standards Act (FLSA) and that eligibility for receipt of supplemental ("Critical Incident" or Quick Response Force) pay does not in any manner alter their exempt status.

ARTICLE 19
ADVANCE VACATION PAY PROVISIONS

A bargaining unit member may request payment for his/her vacation or holiday leave in advance of his/her scheduled leave by submitting a request in writing (including approved leave slip) to the Finance Department, Payroll Division at least three (3) weeks prior to starting leave. This provision shall be limited to bargaining unit members on leave in excess of ten (10) working days.

Subject to funding and at the sole discretion of the Sheriff, bargaining unit members may elect to receive payment for up to sixty-four (64) hours of annual leave at their current rate of base salary as reflected in the current salary schedule. Should an annual leave payout be approved, such elections must be received in writing by the Human Resources Director no later than September 1 of each year. Requests received after the September 1 deadline will not be granted.

**ARTICLE 20
BEREAVEMENT LEAVE**

During the term of this Agreement, a full time bargaining unit member shall be granted three (3) days of bereavement leave at his/her regular rate of pay in the event of death of the bargaining unit member's mother, father, step-mother, step-father, step child, brother, sister, son, daughter, grandchild, spouse, County registered domestic partner, mother-in-law, father-in-law, mother or father of County registered domestic partner and the bargaining unit member's natural grandparents. However, in the event the funeral occurs outside the State of Florida, a bargaining unit member shall be granted five (5) days of funeral/bereavement leave at his/her current rate of pay to attend the funeral and burial. In the event bargaining unit members require additional time off they may request up to two (2) additional workdays off through utilization of their accruals which will not be unreasonably denied. The bargaining unit member shall obtain supervisor approval prior to using bereavement leave. The Sheriff reserves the right to require documentation supporting bereavement leave upon the bargaining unit member's return to work

**ARTICLE 21
LIGHT DUTY ASSIGNMENTS**

- 21.1 Bargaining unit members who are temporarily unable to perform the essential functions of their position due to an injury or illness may be temporarily re-assigned to a light duty assignment for which they can perform the essential job functions. Only two (2) light duty positions will be available to lieutenants within the Bargaining Unit. Preference for the light duty positions will be given to bargaining unit members who sustain an on-duty injury. The Sheriff or his designee in his sole and exclusive discretion may increase the number of light duty positions. A bargaining unit member who refuses a light duty assignment will be ineligible to use any accrued leave or disability benefit to which he/she would otherwise be entitled.
- 21.2 **On-Duty Injury or Illness** - All light duty assignments will be administered in accordance with Worker's Compensation F.S. 440.15(6). If a bargaining unit member incurs an on-duty injury or illness, the bargaining unit member may be allowed, at the discretion of the Sheriff or designee, to return to work in a light duty status upon the recommendation of the Worker's Compensation authorized physician. At the discretion of the Sheriff or designee, the light duty assignment may continue in excess of sixty (60) working days.
- 21.3 **Off-Duty Injury or Illness** - If a bargaining unit member incurs an off-duty injury or illness, the bargaining unit member may be allowed, at the discretion of the Sheriff or designee to return to work in a light duty status upon the recommendation of his/her physician for no more than sixty (60) working days in any continuous 24 month period, except in exceptional circumstances, as determined by the Sheriff or designee.
- 21.4 If a bargaining unit member is on light duty status, he/she will not be allowed to drive a marked BSO vehicle. An unmarked take home vehicle will be made available to any bargaining unit member whose injury or illness does not prevent him/her from operating a vehicle. If a bargaining unit member does not have an assigned take home vehicle for more than three (3) consecutive days that bargaining unit member will receive the supplement, pro-rated daily, as outlined in 18.2 unless the bargaining unit member's injury prevents him/her from operating a vehicle.

ARTICLE 22
OUT OF CLASSIFICATION PAY

The Sheriff may, at his discretion, assign a bargaining unit member covered by this Agreement to serve as temporary replacement for an absent superior.

If a bargaining unit member, not assigned as an Executive Officer, serves as temporary replacement for an absent superior for a period in excess of forty (40) hours per calendar year, the bargaining unit member shall be paid five (5%) percent above his/her current straight time rate of pay for all work performed in the temporary position thereafter during that calendar year.

If a bargaining unit member, assigned as an Executive Officer, serves as temporary replacement for an absent superior for a period in excess of thirty (30) consecutive days, the bargaining unit member shall have their Executive Officer supplemental pay as detailed in Article 18 converted to Out of Classification pay and be paid five (5%) percent above his/her current straight time rate of pay for all work performed in the temporary position thereafter.

**ARTICLE 23
TRAINING AND TUITION**

- 23.1 The training and tuition policy will continue as it is currently administered, as described in Sections 23.2 through 23.5 of this Agreement.
- 23.2 The Sheriff will pay the following incentive pay for law enforcement related education as defined by the State of Florida Criminal Justice Standards and Training Commission to all eligible bargaining unit members covered by this Agreement pursuant to Florida Statutes.
- A. Completed Associate's Degree or equivalent\$30.00 per month
 - B. Completed Bachelor's Degree (Four years of college)\$80.00 per month
 - C. Completed Master's Degree\$50.00 per month
- 23.3 Attendance at training related to a bargaining unit member's duties as a law enforcement officer, approved by the chain of command and training, shall be attended in an on-duty status. However, this provision does not apply to career development (incentive) courses, unless specifically approved by the chain of command.
- 23.4 Payment for attendance at approved career development training courses shall continue as prescribed by Section 943.22, Florida Statutes.

ARTICLE 24 TRANSFERS

- 24.1 It shall be the sole right of the Sheriff to transfer bargaining unit members. If a transfer is a permanent change in the bargaining unit member's assignment, shift, or days off (except in the Departments or assignments excepted herein), if possible, under the circumstances as determined by the Sheriff, five (5) working days' notice will be provided prior to the transfer. Upon mutual agreement, however, by both parties, this provision may be waived. Bargaining unit members attending in-service training are exempt from this provision.
- 24.2 Twice a year (January and July), bargaining unit members may submit a memo indicating their preference in choice of assignment. When a vacancy occurs in a position which will be filled by a member of the bargaining unit, the preference lists will be considered when filling the position. The final choice in filling any such vacant position remains solely within the Sheriff's discretion.
- 24.3 Bargaining unit members who are involuntarily transferred to another district, division, or unit will maintain and carry any scheduled/approved annual, holiday or sick time and reasonable efforts will be made to permit use of said time as previously approved and scheduled. Bargaining unit members who are involuntarily transferred will be considered for assignment closest to their residence of record if requested.
- 24.4 This Article shall not apply to changes in assignments, shift or days off in the following departments: Criminal Investigations Division (CID), Strategic Intelligence Division (SID), Special Operations and other special units and/or special assignments with twenty-four (24) hour responsibilities or those in units where routine work requires frequent changing of work hours. It is agreed that the Sheriff has the authority to change the shifts and days off of the above listed assignments, in order to provide the highest level of protection to the citizens of Broward County.
- 24.5 Request for transfer to another location shall automatically expire if not granted or denied within ninety (90) days of submission. If a bargaining unit member's request for transfer is denied at the district level, the denial shall be reviewed through the chain of command up through the rank of Major for final determination.

ARTICLE 25 SENIORITY

25.1 Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in grade and classification, while employed by either BSO or a contract city, which entitles them to certain considerations and preferences as provided for in this Agreement with the exception of approved leaves of absences as provided in the Sheriff's Policy Manual (SPM).

A. Determinations

If two (2) or more bargaining unit members are promoted to lieutenant on the same date, for purpose of breaking a tie, seniority will be determined by the length of time the bargaining unit member was employed as a DLE Sergeant. The lieutenant with more time employed as a sergeant, would have more seniority. If both lieutenants were promoted on the same date and were DLE Sergeants for the same period of time, the lowest CCN number constitutes the senior bargaining unit member.

25.2 Bargaining unit members not assigned to a specialty unit or holding an Executive Officer (XO) assignment, shall be granted shift assignments and days off within the respective work units based upon seniority. A bargaining unit member shall not be denied shift assignment or days off based on seniority for more than one (1) bid during the period covered by this Agreement. (i.e. the bid process takes place every six (6) months). During the length of this agreement a bargaining unit member may be denied his/her bid selection a maximum of one (1) time. Denial of bids shall not be used as a disciplinary measure. Bargaining unit members can appeal directly to the Sheriff or designee, the issue of whether the denial of a bid was used as a disciplinary measure. The Sheriff or designee's decision shall be final and non-grievable.

25.3 Shift and day off selection will be held twice a year. The first selection will be completed by the second pay period in January. The second selection will be completed by the second pay period in July. The effective selections will go into effect the first pay period of the month following the selection process.

25.4 If a conflict occurs between the seniority article and the transfer article, the language outlined in the transfer article will prevail.

ARTICLE 26
PERSONNEL RECORDS

- 26.1 Each bargaining unit member covered by this Agreement, or legal representative so designated in writing by the bargaining unit member, shall have the right to inspect his/her official personnel file. Such inspection shall take place at reasonable times and at the location where the official personnel file is kept. Each bargaining unit member shall have the right to receive a duplicate copy of any item contained in his/her official file, at a reasonable cost of reproduction.
- 26.2 Inspection of personnel files will be limited in accordance with Florida law.

**ARTICLE 27
DISCHARGE AND DISCIPLINE**

- 27.1 The procedure for investigation of any bargaining unit member covered under this Agreement, which could lead to disciplinary action, demotion, or dismissal, shall be as outlined in the Sheriff's Policy Manual (SPM), as determined by the Sheriff, and the Florida Law Enforcement Officers Bill of Rights (Florida Statutes, 112.531, et seq).
- 27.2 Counseling, in either verbal or written format, shall not itself constitute discipline pursuant to the Sheriff's policies, but may be considered by the Sheriff in cases where discipline is imposed for other reasons and may be utilized by the Internal Affairs Division in the course of its investigations.

**ARTICLE 28
GRIEVANCE PROCEDURE**

28.1 The parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement as provided herein.

28.2 A grievance shall be defined as any controversy or dispute arising between the parties involving questions of interpretation or application of the terms and provisions of this Agreement.

However, disciplinary actions of a suspension of two (2) days or less or a written reprimand shall be entitled only to review by the Administrative Appeal Board (hereinafter, "AAB") and will not be subject to the provisions herein for grievance arbitration.

28.3 Appeals to the AAB shall be submitted within ten (10) working days of the bargaining unit member's receipt of the final discipline (approved by the Department Head) by submitting the request to the Sheriff or his designee. The decision of the AAB shall be final and binding on both parties.

28.4 **AAB Structure:**

A. The AAB will consist of three (3) BSO employees. One (1) BSO employee will be selected from the FOP list of candidates. The candidate for the list will be selected as follows:

1. Bargaining unit members, via their union representatives, will submit fifteen (15) employee candidates to the Sheriff.
2. The fifteen (15) candidates will consist of fifteen (15) bargaining unit members from the Department of Law Enforcement within the Bargaining Units representing lieutenants.
3. The Sheriff or his designee will select five (5) candidates from the list provided. These selected candidates will be eligible to randomly serve on the AAB for a twelve (12) month period.
4. The Sheriff reserves the right to reject any submitted list of candidates without explanation and to request the submission of a revised list of candidates.
5. The second employee on each AAB will be selected by the Sheriff in his sole discretion from the Department of Law Enforcement.

6. The third employee will be chosen from DLE employees and will be agreed upon by the other two (2) AAB members.
- B. The AAB will meet periodically at a predetermined date and time to hear bargaining unit member appeals.
- C. The AAB members will alternate each month.
- D. The AAB members will consist of three (3) members to be selected as described in Section 27.4 A. (1-6) above.
- E. All three (3) members must be present for the AAB to convene.
- F. The Director of the Professional Standards Committee or his/her designee will assist the AAB with procedural questions in rating upon questions or issues during the hearing process. After questions have been answered and the hearing concluded, only members of the AAB shall remain in the hearing room to consider the merits of the appeal and render findings.

28.5 Hearing Process:

- A. Attendance by the bargaining unit member at the AAB hearing is not required. Therefore, any request for a continuance by the bargaining unit member should only be granted upon exceptional circumstances.
- B. The AAB will hear and determine:
 1. Bargaining unit member requested cases involving a two (2) day suspension or less.
 2. Appeals based on previously filed written documents. No oral presentation may be made without supporting written documentation.

28.6 Bargaining unit members and/or their representative may appear before the AAB to provide a verbal statement restricted to their written appeal and amendments thereto and any documents attached for consideration by the AAB. Statements will be limited to those issues generally outlined in the written appeal and any amendments thereto and any documents attached for consideration by the AAB. If the bargaining unit member chooses to appear, a representative of BSO will be permitted to appear before the AAB for the same purpose.

28.7 The Director of the Professional Standards Committee or his/her designee will ensure that the bargaining unit member will be provided with copies of all documentation submitted to the AAB for its review including, but not limited to, the case file, any BSO responses to the bargaining unit member's written appeal and any amendments thereto, no later than ten (10) working days prior to the scheduled hearing.

28.8 The AAB, upon its review of the case and all written materials, will make one of the following findings:

1. Sustained
2. Not Sustained

After sustaining any violation, the AAB will:

- a) Consider the recommended discipline, and take appropriate measures, including decreasing or increasing discipline.
- b) Review the bargaining unit member's prior disciplinary history and records prior to decision.
- c) Not increase discipline to exceed "the AAB's jurisdiction.
- d) A written explanation shall be provided by each AAB member, whenever the AAB does not sustain a charge, or increases or decreases the discipline.
- e) The decision of the AAB will be binding on all parties, and no further appeal or grievance is permitted.

28.9 Disciplinary suspension of three (3) days or longer, demotion or termination shall be processed through the Professional Standards Committee. If the final discipline resolved is not acceptable to the bargaining unit member's satisfaction, it can be appealed directly to Step Three as set forth below (arbitration). The Department of Professional Standards SOP will govern the Professional Standards Committee processes.

28.10 Should differences or disputes arise concerning the terms and conditions of this Agreement between the parties to this Agreement or between the bargaining unit members covered herein and the Sheriff, the aggrieved party to this Agreement or any bargaining unit member(s) shall be required to use the following procedures except for disciplinary matters which are governed by separate policy and procedures.

Step 1

When a basis for a grievance arises, the FOP representative, on behalf of the bargaining unit member(s), shall present a written grievance specifying the nature of the grievance and the contract provision(s) allegedly violated to the bargaining unit member's District/Division commander, or designee, and shall provide a copy to the Office of the General Counsel, within thirty (30) calendar days of the date on which the bargaining unit member(s) or the FOP knew or could have reasonably known of the occurrence of the event allegedly giving rise to the grievance. Upon presentation of this written grievance to the District/Division commander, or designee, the bargaining unit member and the FOP shall attempt to resolve the same dispute and, within seven (7) calendar days thereafter, the District/Division commander or designee shall render a written decision to both the bargaining unit

member and to the FOP. If no decision is rendered within the time period, the grievance shall automatically advance to the next step.

Step 2

In the event the bargaining unit member is not satisfied with the written answer to Step 1 above, the grievance shall be presented, and a copy to the Office of the General Counsel, within ten (10) calendar days after the written answer above to the Sheriff, or designee, who shall, within ten (10) calendar days of the receipt of same, render a decision in writing. If no decision is rendered within this time period, the grievance shall automatically advance to the next step.

Step 3

In the event a grievance processed through the grievance procedure set forth above has not been resolved, either party may file within ten (10) calendar days after the Sheriff, or designee, renders a written decision on the grievance, a demand for arbitration upon the sheriff or designee, with a copy to the Office of the General Counsel, and a request to the Federal Mediation and Conciliation Services (FMCS) to furnish a panel of eleven (11) names from which each party alternates striking a name until the eleventh (11th) is left which will give a neutral or impartial arbitrator.

- a) BSO and the bargaining unit member (or the FOP) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator therefore, shall confine his 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 statement of the grievance presented in Step 2 of the grievance procedure as well as BSO's response to same.
- b) The arbitrator shall not be authorized to amend, modify, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issues submitted to him or her by the parties and shall not have any authority to make a decision on any other issue beyond that presented in the Grievance asserted. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement or established past practices consistent with the evidence presented. If the arbitrator acts in accordance with this Section, the decision of the arbitrator shall be final and binding on both parties. Expenses incident to the services of the arbitrator shall be borne equally by both parties. The arbitrator shall retain jurisdiction for thirty (30) calendar days to address questions pertaining to his/her decision.

In addition, court reporter services must be selected jointly from a BSO qualified pool. The court reporter attendance and transcript fees shall be borne equally by both parties.

- 28.11 Application to this procedure shall foreclose and preclude the grievant from appealing to any other available procedure; including any administrative, internal, legal or equitable procedures, if any. Nothing in this Article shall require the FOP to process grievances for employees who are not members of the FOP, in conformity with Florida law. Bargaining unit members or the FOP having selected the procedure contained herein to process a grievance shall be estopped from and waive the right to use any other available procedure for processing grievances or claims.
- 28.12 The time limits provided in this Article shall be strictly observed and may be extended only by written mutual agreement of the parties. On a case-by-case basis, the parties may mutually agree to bypass any step or steps in the grievance procedure.
- 28.13 The FOP will retain a seat on the Professional Standards Committee when the Committee is reviewing a case involving a bargaining unit member. The Professional Standards Committee will be guided by the Sheriff's Policy Manual (SPM), and the Department of Professional Standards standard operating procedures (SOP).
- 28.14 A moratorium will be observed annually by the parties during the winter holiday season. The moratorium will commence every December 23 through January 4. If January 4 falls on a Saturday or Sunday, the moratorium will be extended until the end of the next day which is not a weekend day. During the moratorium period, all grievance time limits shall be tolled.

**ARTICLE 29
DRUG AND ALCOHOL TESTING**

Bargaining unit members are subject to BSO's substance abuse policy as detailed in the Sheriff's Policy Manual (SPM). The Policy is available to all current employees electronically on the BSO Informant.

**ARTICLE 30
INSURANCE**

30.1 Medical and Dental Insurance:

Effective October 1, 2021, medical premium increases for the level of coverage and plan the bargaining unit member is enrolled in shall be split between BSO and the bargaining unit member. BSO will pay 90% of the medical premium increase every year and the bargaining unit member will pay 10% of the medical premium increase every year. The 10% premium increase will be added to the bargaining unit member's bi-monthly payroll deductions. Medical insurance premium charges are effective January 1st. Employee contributions (changes to payroll deductions) are effective the first check date following January 1st.)

Effective January 1, 2022, bargaining unit members will be responsible for the following monthly employee contribution towards medical premiums:

Medical Employee Monthly Payroll Deduction January 1, 2022 through December 31, 2022			
HNONLY-1	\$72.00	\$157.46	\$207.46
HNONLY-2	\$95.06	\$222.90	\$272.90
HNOPTION	\$113.98	\$286.46	\$336.46
OAMC*	\$155.76	\$392.94	\$442.94

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

Dental Employee Monthly Payroll Deduction January 1, 2022 through December 31, 2022		
	<u>Single</u>	<u>Family</u>
DHMO Plan	\$0.00	\$14.56
PPO Plan	\$7.96	\$46.16
Indemnity Plan	\$19.28	\$75.34

There will be no increase in premiums, other than the monthly bargaining unit member contribution rates as stated above, co-pays or deductibles for group medical insurance for the term of this Agreement. For those calendar years, bargaining unit members covered by this Agreement shall receive the same group medical and dental insurance plan provided to other bargaining unit members in accordance with the BSO group medical and dental insurance program.

30. 2 **Life Insurance:**

Life insurance coverage for bargaining unit members will be provided in an amount equal to three (3) years base salary, and the cost shall be paid by BSO for the term of this agreement.

Each bargaining unit member who qualifies for retirement under the Florida Retirement System (FRS) or from a contract city pension plan, is eligible to continue a \$24,000.00 life insurance policy under the group rates at the retiree's expense.

30.3 Bargaining unit members are entitled to all supplemental insurance enjoyed by employees eligible for the then current Employee Exempt Package.

**ARTICLE 31
VACATION & HOLIDAYS**

31.1 During the term of this Agreement the following vacation periods shall be granted for bargaining unit members, for the amount of time of continuous service with the Sheriff including any Contract City time, as follows:

<u>Years of Work Completed</u>	<u>Number of Hours Accrued</u>
One (1) to Three (3) Years	80 hours
Four (4) to Ten (10) Years	120 hours
Eleven (11) Years and above	168 hours

31.2

A. Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in grade and classification, while employed by either BSO or a contract city, which entitles them to certain considerations and preferences as provided for in this Agreement with the exception of approved leaves of absences as provided in the Sheriff's Policy Manual (SPM).

If two (2) or more bargaining unit members have the same classification date, for the purpose of breaking the tie, seniority will be determined by the bargaining unit members "CCN" number. The lowest number constitutes the senior bargaining unit member.

B. Seniority shall be one of the factors to be considered (along with others factors), in the sole discretion of the Sheriff, when bargaining unit member(s) request annual leave and holidays off, when conditions in a classification within the assigned work unit permit.

C. Selection of annual leave and holidays will be held once a year. The selection process will take place the first week of February. Selections will be for the time frame of 3/1-2/28. The Sheriff or his designee will determine the amount of available vacation slots. The bargaining unit members will have a reasonable time to select his/her vacation slot (up to four (4) consecutive weeks) by seniority. Each employee will be allowed to select his/her first pick and once all bargaining unit members have selected his/her first pick then a bargaining unit member will (by seniority) select their second pick.

D. The District/Division commander and the Executive Officer will not select vacation slots occurring or overlapping at the same time. The District/Division commander will have first selection rights. The Executive Officer will then have a reasonable time to pick his/her vacation time.

- E. If a bargaining unit member voluntarily changes his/her shift and/or assignment, BSO has the right to disapprove the member's vacation pick. If a bargaining unit member's shift is changed involuntarily then the original vacation selection will be adhered to.
- F. All other annual leave requests (individual requests) shall be approved/disapproved within five (5) calendar days of the request. Once the request is approved BSO may not thereafter disapprove it unless an emergency or critical situation exists, as determined by the Sheriff or his designee.

31.3 Any bargaining unit member who has sustained an injury in the line of duty and who has vacation time previously scheduled which falls within the period of disability shall be entitled to reschedule the vacation time after return to duty. It is the intent of the parties that any previously scheduled vacation time falling within a period of disability incurred in the line of duty shall not be forfeited or otherwise expended due to the unforeseeable circumstance of the injury.

31.4 During the term of this Agreement, the Sheriff recognizes the following eighty-eight (88) hours of paid holidays:

- NEW YEAR'S DAY
- MARTIN LUTHER KING JR. DAY
- PRESIDENTS' DAY
- MEMORIAL DAY
- INDEPENDENCE DAY
- LABOR DAY
- VETERANS' DAY
- THANKSGIVING DAY
- FRIDAY AFTER THANKSGIVING DAY
- CHRISTMAS DAY

ONE (1) FLOATING HOLIDAY (Bargaining unit members must be employed by January 1 to be eligible for the floating holiday.) Upon contract ratification, a floating holiday accrued within the current calendar year may be cashed out as an eight (8) hour day.

31.5 Holiday leave and holiday pay shall be governed by Sheriff's Policy Manual (SPM).

31.6 A. Bargaining unit members assigned to oversee the supervision of uniform road patrol:

- Who are regularly scheduled to work on a holiday shall have the discretion to work the holiday;
- Who work the holiday shall be paid at the bargaining unit member's straight time rate of pay for all hours worked on the holiday, plus either eight (8) hours of holiday pay at the straight time rate of pay or at the bargaining unit member's option, eight (8) hours accrued of holiday time.

B. Bargaining unit members not assigned to oversee the supervision of uniform road patrol:

- Reporting to work on the following holidays will be non-discretionary in nature by the bargaining unit member. The Sheriff, or designee, shall have the sole discretion to determine if a bargaining unit member, referred to in this paragraph, is required to report to work on the following holidays which falls on the bargaining unit members regularly scheduled work day:

1. Thanksgiving Day
2. Day after Thanksgiving
3. Christmas
4. New Year's Day
5. Fourth of July

- All other holidays may be worked or taken off, at the discretion of the bargaining unit member, if the scheduled holiday falls on the bargaining unit member's regularly scheduled work day. While every effort will be made to accommodate requests for time off on the holiday, all requests are subject to adequate staffing.

- Who work the holiday shall be paid at the bargaining unit member's straight time rate of pay for all hours worked on the holiday, plus either eight (8) hours of holiday pay at the straight time rate of pay or at the bargaining unit member's option, eight (8) hours accrued of holiday time.

31.7 Every effort will be made for each bargaining unit member to be scheduled to be off on at least one (1) of the holidays between (and including) Thanksgiving and New Year's Day.

31.8

A. Bargaining unit members shall have an annual accrual cap of a cumulative total of four hundred (400) hours of holiday and vacation time or the bargaining unit member's grandfather cap at the end of each calendar year. All accrued time in excess of four hundred (400) hours or the "grand-fathered" cap will be lost by the bargaining unit member if not used within the calendar year. A bargaining unit member who has made reasonable attempts to use excess accruals and has been denied said requests shall submit written notification to the Human Resources Director via chain of command for authorization to carry excess accruals into the next calendar year.

B. **EXCEPTION: GRANDFATHER CLAUSE**

Bargaining unit members having accrued annual and holiday leave hours in excess of three hundred twenty (320) hours as of pay date March 10, 1995 shall be entitled to a "grand-fathered" cap of their accrued time as of that date.

EXAMPLE:

A bargaining unit member has four hundred (400) hours of annual leave and eighty (80) hours of holiday leave on the accrual report for pay date March 10, 1995. This is over the 320 hours cap maximum. This bargaining unit member would be grand-fathered in at four hundred eighty (480) hours. Before December 31 of each calendar year, the bargaining unit member will need to use any excess time over four hundred eighty (480) hours or forfeit the time.

This "grand-fathered" cap remains effective for each successive calendar year unless the bargaining unit member uses an amount of annual and/or holiday leave so as to reduce total accrued time below the cap as of December 31 of each calendar year. This new, lower balance of accrued time becomes the bargaining unit member's new grand-fathered cap.

EXAMPLE:

A bargaining unit member has a grand-fathered cap of four hundred eighty (480) hours, but at the end of the calendar year (December 31), the bargaining unit member's cumulative annual and holiday leave total is four hundred and ten (410) hours. The bargaining unit member's new grand-fathered cap is four hundred and ten (410) hours.

C. DROP/Retirement:

Once enrolled in DROP, bargaining unit member's annual/holiday leave cap will be adjusted to one hundred and sixty-eight (168) hours if the bargaining unit member elected to receive a payout of annual/holiday leave at the time of enrolling in DROP. At the time of separation, the annual/holiday leave payout will be in accordance with the Sheriff's Policy Manual (SPM) 4.3.15.

Those bargaining unit members who are within two (2) years of retirement/participation in the DROP may carry over the above annual/holiday leave four hundred (400) hour cap but may not exceed five hundred (500) hours of annual/ holiday leave.

Those bargaining unit members who are within one (1) year of retirement/participation in DROP may carry over the above 500 hour cap, but may not exceed a payout of 580 hours.

A bargaining unit member must sign an irrevocable request at the time of his/her decision.

Once enrolled in DROP, bargaining unit members have the option of accruing or receiving payment for holidays.

All other DROP procedures will be in accordance with the Sheriff's Policy Manual (SPM 4.3.15).

31.9 **Personal Day:**

Bargaining unit members covered by this Agreement will be allotted, at the end of the first full pay period in January, on an annual basis, one (1) personal day to be utilized at the discretion of the bargaining unit member, with prior approval from his/her immediate supervisor. The personal day must be utilized by December 31st of each year and cannot be accumulated for any reason. A personal day may be used in increments.

**ARTICLE 32
MILITARY LEAVE**

The Sheriff will apply the Military Leave Policy as stated in the Sheriff's Policy Manual (SPM), State and Federal law.

**ARTICLE 33
SICK LEAVE**

Sick Time Payout:

Years of service for this section shall be determined by the bargaining unit members current hire date.

- a. Good standing, for this section, shall be determined as a bargaining unit member resigning or retiring without charges pending. If a bargaining unit member has been notified that charges are pending against him/her then said bargaining unit member must give a minimum of sixty (60) days' notice of his/her resignation or retirement date. If the bargaining unit member is terminated prior to his/her resignation or retirement date, the bargaining unit member will not be considered leaving in good standing.
- b. Any bargaining unit member who is within sixty (60) days of his/her DROP date and has been notified that charges are pending against him/her that, if sustained, would likely result in termination as decided at the sole discretion of the Sheriff or his designee, will not be considered leaving in good standing. If the charges are subsequently not sustained by the Professional Standards Committee (PSC), the records will be amended to reflect that the bargaining unit member left in good standing and the bargaining unit member will be entitled to his/her sick leave payout to be paid within thirty (30) days at the employee's rate of pay at the time of separation. If the charges are subsequently sustained by the PSC, the PSC will then make a determination as to the level of discipline that would have been recommended had the employee still been employed with BSO. If the recommendation is anything less than termination, the records will be amended to reflect that the bargaining unit member left in good standing and the bargaining unit member will be entitled to his/her sick leave payout to be paid within thirty (30) days at the employee's rate of pay at the time of separation. If the recommendation is for termination, the bargaining unit member will not be considered leaving in good standing.

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

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

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

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

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

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

Bargaining unit members leaving in good standing who have at least fifteen (15) years of service but less than twenty (20) years of service, upon separation from the agency for any reason other than normal retirement (defined by FRS or contract city) or the death of the bargaining unit member will receive, upon separation twenty-five (25%) percent of his /her unused accumulated sick leave up to a maximum of two hundred forty (240) hours, computed at the bargaining unit members current rate of pay.

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

Twenty (20) Years of Service

Bargaining unit members leaving in good standing who have at least twenty (20) years of service upon separation from the agency for reasons other than normal retirement (defined by FRS or contract city) or the death of the bargaining unit member will receive, upon separation twenty-five (25%) percent of his/her unused accumulated sick leave up to a maximum of two hundred forty (240) hours, computed at the bargaining unit members current rate of pay.

Bargaining unit members leaving in good standing who have at least twenty (20) years of service, upon normal retirement (defined by FRS or by contract city) or the bargaining unit members death, will receive, upon separation one hundred percent (100%) of his/her unused, accumulated sick time up to a maximum of one thousand one hundred sixty (1160) hours, computed at the bargaining unit members current rate of pay.

Twenty-Five (25) Years of Service

Bargaining unit members leaving in good standing who have at least twenty-five (25) years of BSO or combined BSO and contract city sworn service, or the bargaining unit members death, will receive, upon separation, one hundred percent (100%) of his/her unused accumulated sick leave up to a maximum of one thousand three hundred twenty (1320) hours, computed at the bargaining unit members current rate of base pay.

Sick Leave Bonus Day:

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

Bargaining unit members after completing thirteen (13) pay periods that no sick leave is taken, have the option to take a bonus day or pay (regular time). If the bonus day is selected it must be taken within thirteen (13) pay periods. If a bargaining unit member uses no sick leave for the immediately following thirteen (13) pay periods, the bargaining unit member has the option to take an additional two (2) bonus days or receive pay (regular time). If bonus days are selected, they must be taken within 13 pay periods. Effective upon the first full pay period following contract ratification, once the bargaining unit member receives the (2) two-day bonus, they will continue to receive the (2) two-day bonus until the bargaining unit member uses sick leave then the program starts over again with one (1) bonus day at the end of the next 13 pay periods. The maximum number of bonus days that a bargaining unit member can earn in any continuous twelve (12) month period is three (3) bonus days. The maximum of accrued bonus days cannot exceed two (2). Each thirteen (13) pay periods is measured from the last day the employee used a sick day. Bonus days earned are not cumulative and must be taken within the terms of this section.

- a. Bonus days will not be given to employees who do not complete 13 pay periods.
- b. Employees using sick leave on approved FMLA for a family member will not lose their eligibility for a bonus day.
- c. Earned bonus days may be used in increments.
- d. Bargaining unit members who elect to receive pay for an earned bonus day will receive the payment as an eight (8) hour day.

ARTICLE 34 PROBATION

- 34.1 The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the bargaining unit member's work and for securing the most effective adjustment of the new bargaining unit member to his/her position.
- 34.2 During a bargaining unit member's probationary period, he/she serves in the position of Lieutenant at the will and pleasure of the Sheriff. Accordingly, a probationary bargaining unit member who has been promoted may not grieve, or otherwise challenge by any other available procedure, any decision involving demotion to his/her former position.
- 34.3 During the initial probationary period, no bargaining unit member may request a voluntary transfer.
- 34.4 The Sheriff may evaluate the performance of bargaining unit members up to four (4) times per six (6) months during their probationary period. Any such evaluation may be discussed with the bargaining unit member and the bargaining unit member will be counseled as to any problems that may reasonably cause him/her not to be granted permanent status.
- 34.5 In the event a bargaining unit member was promoted from a lower law enforcement rank to Lieutenant, that bargaining unit member shall serve a probationary period of six (6) months of employment from the date of promotion (not counting worker's compensation time, Family Medical Leave Act time, military leave time, or time on suspension as a result of discipline disciplinary action or Internal Affairs investigation). Effective immediately upon promotion, the bargaining unit member will receive no less than the basic rate of pay for Lieutenant.
- 34.6 Within ninety (90) days of being promoted, a bargaining unit member may voluntarily "retreat" to his/her former classification with no loss of the previous seniority. If the bargaining unit member chooses to remain in the position of Lieutenant, and does not voluntarily "retreat" to his/her former rank, upon the expiration of the six (6) month probationary period, the Sheriff may recommend retention of the bargaining unit member as Lieutenant. In the event the Sheriff fails to approve retention, the bargaining unit member shall automatically revert to his/her former position, without loss of (previous) rights or benefits. Such reversion may not be appealed through the grievance/ arbitration procedure.

**ARTICLE 35
SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision thereof, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event of the foregoing, the parties agree to renegotiate a replacement provision, after written notice.

The bargaining unit reserves the right to decline any benefit that may inure to it as a result of any of the "me too" clauses within the contract.

**ARTICLE 36
REPRODUCTION OF AGREEMENT**

This Agreement will be made available on the BSO Intranet site, BSO Informant. BSO will provide to the FOP one (1) electronic disc copy for reproduction.

ARTICLE 37

TERMS OF AGREEMENT

This Agreement shall become effective upon ratification and execution by both parties and, thereafter, shall be effective from October 1, 2021 through and including September 30, 2024. The parties agree to reopen Article 17 – Salary during the term of this agreement in accordance with the terms set forth in Sections 17.2 and 17.3. and all other provisions shall remain in effect through September 30, 2024.

**Gregory Tony
Sheriff of Broward County**

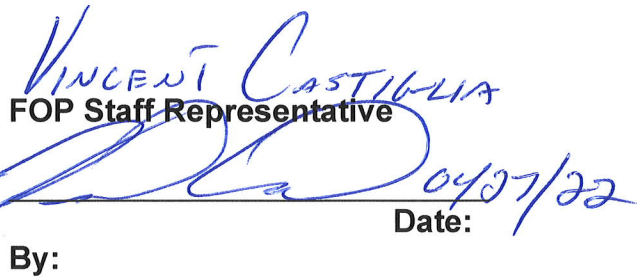

Date: 4/27/22

FOP Law Enforcement Lieutenants


Date: 4-27-22
By: Lt. Kenneth Bowermaster
President – Local 1905

**Terrence Lynch
Office of the General Counsel**


Date: 4/27/22


Date: 04/27/22
By: VINCENT CASTIGLIA
FOP Staff Representative

Witnesses:



on April 14, 2022

APPENDIX "A"

Salary Schedule

Step	October 2021
1	\$82,560
2	\$86,688
3	\$91,022
4	\$95,574
5	\$100,352
6	\$105,370
7	\$110,638
8	\$116,170
9	\$121,979
10 (12 Yr Longevity)	\$128,077
11 (18 Yr Longevity)	\$134,481
12 (20 Yr Longevity)	\$142,714