

**Agreement between**  
**HENDRY COUNTY SHERIFF'S OFFICE**  
**for**  
**CORRECTIONS DEPUTIES**  
**and**  
**THE GULF COAST CHAPTER**  
**of**  
**THE POLICE BENEVOLENT ASSOCIATION, INC.**

**Effective upon ratification through September 30, 2017**

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## **AGREEMENT**

**THIS AGREEMENT**, is entered into between the **HENDRY COUNTY SHERIFF'S OFFICE CORRECTIONS OFFICERS** (hereinafter called the "Sheriff" or "the HCSOC") 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 operation 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 corrections officers.

##### **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.1694.

**Article 2**

**MANAGEMENT RIGHTS**

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 HCSO Corrections Division, 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.

**Article 3**

**CHECK OFF OF DUES**

**Section 1 - Authorization**

The Sheriff agrees to make a deduction of Association dues and initiation fees from the paycheck of any corrections deputy or corrections officer covered by the Agreement upon written authorization signed by the corrections deputy or corrections officer 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 corrections deputy gives written notice to the Sheriff and the Association revoking the dues deduction authorization.
- (b) The corrections deputy is terminated; or
- (c) The corrections deputy 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 Hendry 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 Deputies in the bargaining unit, the names of Deputies 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 corrections deputy.

**Article 4**

**NO DISCRIMINATION**

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

(A) The Sheriff and the Association shall not discriminate against any employee 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 an employee 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 employees 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 employee because of membership or non-membership in any employee organization.

**Section 3 - Gender Reference**

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

## Article 5

### EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES

#### Section 1 - Representation

(A) **Association Staff Representative** - Association Staff Representatives shall be full or part time paid staff representatives of the Association, and not employees of the HCSO. Bargaining unit members who are also members in good standing with the Association are entitled to Association representation in labor issues including the Grievance Procedure as outlined in Article 6.

(B) The Association shall annually furnish to the Sheriff or his designee, and keep up-to-date, a list of the Association Staff Representatives. The Sheriff or his designee shall have no obligation to deal with Association Staff Representatives not on the lists furnished. Where Association representation is requested by an employee, the representative shall be a person on the list of 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 Sheriff 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 employee being assisted, absent extraordinary circumstances, and shall be restricted to matters related to the application of this Agreement.

#### Section 3 - Labor Management Consultation

(A) There shall be a Labor Management Committee established to consist of three (3) members appointed by the Sheriff and three (3) 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 employees which may from time to time arise in the HCSO corrections division, and to make recommendations to the Sheriff concerning such issues. 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 each squad room, wall space not to exceed 24 x 36 inches for an Association-purchased bulletin board of an equal size.

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

#### **Section 6 - Documents**

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

(B) The Sheriff shall provide the Association with the following: A current electronic (CD) copy of the Sheriff's rules, regulations, general orders and policies which affect the employee's terms and conditions of employment covered by this agreement. Changes and updates shall be furnished to the Association sufficiently in advance of their implementation for the Association to make a demand to bargain over the subject matter of the change.



## **Section 7 - Negotiations**

- (A) The Association agrees that all collective bargaining is to be conducted with the Sheriff's representatives designated for that purpose. While negotiating meetings shall normally be held in LaBelle, Florida, the Sheriff and the Association may mutually agree to meet elsewhere at a Sheriff's facility or other location that involves no rental cost.
- (B) The Association may designate certain employees within this unit to serve as its Negotiation Committee, and such employees will be granted administrative leave with pay for the actual amount of time spent attending negotiating sessions. No individual employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is in negotiations. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The Sheriff shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.
- (C) The selection of any employee for negotiations shall not unduly hamper the operations of the work unit.

## **Article 6**

### **GRIEVANCE PROCEDURE**

#### **Section 1 - Definition and Procedure**

For the purpose of this Agreement, a grievance is any dispute or difference between a deputy and the Sheriff involving the meaning, interpretation, or application of the provisions of this Agreement. Grievances shall be handled in the following manner:

Employee may elect to go through the Discipline Dispute Resolution Process (DDRP) as defined below or proceed to step one of the grievance procedure.

**Discipline Dispute Resolution Process (DDRP).** In cases involving alleged policy violations in an administrative investigation, which may lead to discipline, an employee may request a discipline dispute resolution meeting (DDRM) at any time prior to final acceptance of discipline or a final decision by the Chief or prior to filing a formal grievance. The meeting shall be held with the employee's Lieutenant, Human Resources Director and include the employee, employee's representative and/or counsel, and the supervisor and/or investigator assigned to the case. The purpose of the meeting will be to discuss potential discipline and/or administrative charges to determine if a consensus resolution can be reached on the appropriate charge(s) and discipline, if any. If the parties reach a consensus, that consensus shall be reduced to writing by the Lieutenant and implemented. The investigation and grievance process shall be considered as complete. Should the parties not agree on a resolution, the matter will progress

as if no meeting had been held. Nothing discussed at the meeting shall be held against the employee if a resolution is not implemented. The PBA shall be notified of any final resolution in all such cases handled by the DDRP. If the PBA is not represented at any such DDRM, then the decision will not be precedent setting.

Step 1: The corrections deputy shall present the grievance in writing to his immediate supervisor with or without an Association Representative as the corrections deputy may choose. The supervisor must answer the grievance in writing within ten (10) working days of the event giving rise to the grievance.

Step 2: If the Association or corrections deputy is not satisfied with the written answer of the Jail Administrator/Section Commander, or if no written answer is rendered by the Jail Administrator/Section Commander on a timely basis, then the Association or corrections deputy may, within ten (10) working days of the Jail Administrator/Section Commander's answer or of the failure of the Jail Administrator/Section Commander to supply a timely answer, appeal the grievance to the Major/Division Director. The Major/Division Director must meet with the employee or an Association Representative within ten (10) working days of receipt of the appeal unless such meeting has been waived. The Major/Division Director shall answer the grievance in writing within ten (10) working days of the meeting.

Step 3: If the Association representative 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 shall submit a written request, signed also by the corrections deputy, appealing the grievance to arbitration within ten (10) working days of the answer or failure of a timely answer.

## **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 Labelle, 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 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) Where there is an issue regarding arbitrability, it is understood that the issue will be resolved separate and apart from the merits of the grievance at the same arbitration hearing.
- (f) 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.
- (g) 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.
- (h) The arbitrator's decision shall be final and binding on the parties subject to the provisions of Chapter 682, Florida Statutes.

### **Section 4 - Time Limits**

No grievance shall be entertained or processed unless it is commenced in Step 1 within ten (10) working days after the occurrence of the event giving rise to the grievance or within ten (10) working days after the event became known or should have become known to the corrections deputy(s). If a corrections deputy desires to speak with management about a matter which would otherwise be grievable, he may do so, in which event the corrections deputy will have five (5) days in which to speak with management and the time limits for filing a grievance will commence on the sixth 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 fail to observe the time limits set forth in the steps of this Article, the grievant shall be considered constructively abandoned.

#### **Section 5 - Grievance Hearings**

Employees who have filed a grievance will be authorized to attend hearings at all steps with pay if the hearing is scheduled during the corrections deputy's normal working hours. Any corrections deputy 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 be permitted to attend said hearing without loss of pay. Corrections deputies who wish to attend as observers may request annual leave in accordance with established policy and procedure.

### **Article 7**

## **DISCIPLINE AND DISCHARGE**

### **SECTION 1 - Disciplinary Action**

(A) The Sheriff or his designee may affect reductions in pay, demotions, suspensions, and dismissals at any time against any employee. Such actions against employees with permanent status shall be based on "just cause" and shall be grievable in accordance with the grievance procedure in Article 6, if the employee alleges that the action was not for just cause. Disciplinary actions shall be subject to the grievance procedure as follows:

(1) Oral Reprimands shall not be grievable under the provisions of this Agreement.

(2) Written reprimands may be grieved up to Step 3 and the decision at that level shall be final and binding.

(a) A complaint by an employee concerning any written reprimand or performance improvement plan which contains criminal allegations or criminal charges may be grieved through the arbitration step of the grievance procedure.

(b) A complaint by an employee concerning a reduction in pay, suspension, demotion or dismissal may be grieved at Step 2 and processed through the Arbitration Step, in accordance with the Grievance Procedure in Article 6 of this Agreement, provided the employee gives proper notice within ten (10) working days from the date of receipt of notice from the Sheriff or his designee's Office. The employee must give notice by personal delivery or by certified mail.

### **SECTION 3 - Employee Copy**

Each employee shall be furnished a copy of all disciplinary entries placed in his official personnel file and shall be permitted to respond thereto, and a copy of the employee's response shall be placed in the employee's personnel file.

**SECTION 4 - Notice**

Notice of reduction in pay, demotions, suspension, or dismissal affecting an employee shall be in writing and delivered to the employee in person or via certified mail.

**Article 8**

**INTERNAL INVESTIGATIONS**

All internal investigations shall be conducted in compliance with Chapter 112, Florida Statutes, and applicable general orders of the HCSO. 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 9**

**LAYOFFS AND RECALL**

**Section 1 - Layoffs**

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

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

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

**Section 2 - Recall**

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

**Article 10**

**PROMOTIONS**

For promotion of a bargaining unit member, the Chief Deputy shall cause a written process announcement seeking applicants for the position(s) to be issued assigning the date when promotional

examinations are to be held. The written announcement shall be distributed to all members of the bargaining unit at least 14 days prior to the application deadline contained within the written announcement. Promotions will be standardized in the way each individual is evaluated for the position. This standardization will be as follows:

- A) The promotional exam will be given to each of the applicants. This will be rated and given a score. A minimum score of 80% correct is required for advancement to the oral board.
  
- B) An oral board of at least three law enforcement officers will be convened and questions will be asked of each applicant, these questions will be the same for all applicants. All applicants will be rated on their answers as well as their demeanor, dress, and educational level and will be completed on a standardized form. The applicant will be scored and the three applicants with the highest scores will be listed alphabetically and submitted to the Sheriff for final selection and promotion.

All persons participating in a promotional process have the right to review and informally appeal the results of such process as outlined in HCSO Policy 780.01, and, within ten (10) working days of receipt of the promotional process written results the objecting applicant may dispute the results through the process outlined in HCSO Policy 780.01.

## **Article 11**

### **DEPUTY 1<sup>ST</sup> CLASS**

The parties agree that an experienced law enforcement agency is desirable. Furthermore, the parties agree to recognize honorable service to the Sheriff's office. As soon as practical and within 90 days of Agreement ratification, the Sheriff shall recognize those corrections deputies below the rank of Sergeant with three or more years of Hendry County Sheriff's Office certified corrections service by designating those eligible as "Deputy 1<sup>st</sup> Class". Every corrections deputy that earns the 1<sup>st</sup> class designation shall be provided with a single chevron that will be made part of the Deputy 1<sup>st</sup> Class uniform.

In order to qualify for the designation, corrections deputies must have consistently acceptable performance appraisals, have a good attendance record, and completed the CJSTC courses, Report Writing and Field Training Officer.

To be eligible, corrections deputies may not be the subject of an investigation nor shall they have a pending disciplinary matter at the time of designation.

## **Article 12**

### **GROOMING**

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 13**

### **POLITICAL ACTIVITY**

#### **Section 1**

No corrections deputy 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 corrections deputy, where that individual has qualified to seek reelection or reappointment in that office unless the deputy resigns from the HCSO corrections division.

#### **Section 2**

In the event the corrections deputy is elected or appointed to such a public office that under law may require the corrections deputy's resignation, the corrections deputy shall resign immediately from the HCSO. No bargaining unit corrections deputy 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 corrections deputy 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 HCSO or anyone else during his/her hours of duty, service or work for the HCSO consistent with provisions of Florida law.

#### **Section 4**

Nothing in this Article shall be construed to restrict the right of any corrections deputy 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 14

### 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 employee, 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 employee's official personnel file, the employee will be notified of such placement, and the employee will have the right to place in the file a response.

(C) A bargaining unit employee will have the right to review his 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 employee'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 employee'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 an employee's official personnel file or professional standards file, notice of the request shall be provided to the employee as well as the name and affiliation of the person making the request, if the individual making the request has provided such information.

## Article 15

### SAFETY

#### Section 1 - Vehicle Safety



Vehicles assigned to bargaining unit employees shall be maintained in safe operating condition by the Sheriff; provided, however, that it shall be the responsibility of the employee 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 employees, each bargaining unit employee will be offered the opportunity to fire his issued and/or HCSO approved personal weapon in an agency-approved course of fire at least once every six (6) months, at no cost to the employee. 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.

**Article 16**

**PERFORMANCE REVIEWS**

**Section 1**

Employees 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 employee may contest the performance review as a part of any grievance filed over the disciplinary action.

**Article 17**

**SENIORITY**

**Section 1 - Definition**

Seniority is a corrections deputy's length of continuous service with the HCSO corrections division, dating from his or her last date of hire and upon completion of the probationary period. Corrections deputies with the same date of hire shall have seniority standing among themselves based upon the chronological order in which they applied for employment.

## **Section 2 - Probationary Deputies**

A new corrections deputy 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. Corrections deputies whose promotion to a position outside the bargaining unit is rescinded may return to a vacant position within the bargaining unit at the deputy's former rate of pay, if such position is available. Probationary corrections deputies must complete their new hire probationary period prior to being able to avail themselves of Article 7 (Discipline and Discharge) of this agreement.

## **Section 3 - Loss of Seniority**

Seniority and the employment relationship shall be broken and terminated if a corrections deputy:

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent from the work for three (3) consecutive work days without notification to the HCSO corrections division; 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 HCSO corrections division, 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.

## **Article 18**

### **OFF-DUTY EMPLOYMENT**

All bargaining unit members are permitted to engage in extra-duty employment with the approval of the District Lieutenants. All law enforcement-related extra-duty employment shall be administered and monitored by the District Lieutenants. Agency uniforms, equipment, and vehicles shall be permitted in conjunction with law enforcement-related extra-duty employment when:

A. Such use provides safety for the officer and establishes a uniformed presence which is in the best interest of the community.

B. The number of vehicles at any site does not exceed that which is necessary for safe and effective service.

Other specifics regarding off-duty employment apply as outlined in HCSO procedure number 720.01 (Off-Duty Employment).

## **Article 19**

### **LEAVES OF ABSENCE**

#### Section 1 - Court Appearances

All bargaining unit members who are subpoenaed to court while off duty, are to be paid for hours actually worked for court appearances with a minimum payment of two (2) hours of pay or equivalent compensatory time at the discretion of the affected employee.

#### Section 2 - Leave Program

The granting of leave shall be in writing and shall be approved by the Sheriff, or designee, prior to the leave being taken, except in the case of an emergency. Said leave shall be granted if the member has sufficient time accrued, unless this would create undue hardship on the remaining scheduled personnel, as in the case of too many other personnel already scheduled for leave time. When prior approval for leave cannot be obtained by the member due to an emergency, the Shift Sergeant will be notified, and a leave request filed immediately.

#### Section 3 - Paid Time Off (PTO Time):

Vacation Leave and Holiday Leave are combined into one, Paid Time Off (PTO). PTO begins accruing on the first day of full time employment and continues as follows:

1. Accrues at the rate of 15.33 hours per month for all personnel who have been employed up thru the end of 36 months.
2. Increases to 17.33 hours per month for all personnel who have been employed up thru the end of 72 months.
3. Increases to 19.33 hours per month for all personnel who have been employed up thru the end of 120 months.
4. Increases to 20.83 hours per month for all personnel who have been employed from 132 months onward.

A maximum of 300 hours of PTO leave may carry over from one calendar year to the next calendar year. All PTO hours in excess of 300 hours will be lost each January 1.

Section 4 - Final compensation for accrued leave:

When a bargaining unit member separates from the Hendry County Sheriff's Office they will receive a payment for any unused PTO leave, up to a maximum of 300 accrued leave hours, at their separation hourly rate of pay. If notice of retirement has been given the member can accrue PTO time for the last two years of service, and the total time accrued may exceed the maximum cap of 300 hours.

Section 5 - Sick Leave

Sick Leave begins accruing on the first day of full-time employment and accrues at the rate of 96 hours per year. Unused sick leave may be carried forward without restriction.

Section 6 - Additional Leave Provisions

Additional leave provisions may apply as set forth in HCSO Procedure 710 (Compensation, Benefits, and Conditions of Work).

Section 7- Perfect Attendance

Those members having perfect attendance (no paid sick leave used) during the fiscal year beginning October 1 and ending September 30 may convert 36 hours of unused Sick Leave to either cash or PTO in the first quarter of the fiscal year (October - December). Those members using up to one day of Paid Sick Leave may convert 24 hours and those using up to two days of Paid Sick Leave may convert 12 hours. Members may elect not to convert their time. The Human Resources Director will notify those members qualifying for the conversion each October by posting a list of those eligible and congratulating them on their accomplishment. Donations of Paid Sick Leave to the Sick Leave Bank do not count against perfect attendance.

**Article 20**

**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 HCSO 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 an incident report, documenting the damage or loss of property to their supervisor and a receipt for the purchase of the item. If the 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.

The following schedule shall apply:

1. Wrist watches - up to \$50.00.
2. Prescription eyeglasses, prescription sunglasses and prescription contact lenses - up to \$300.00.
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 21**

### **HOLIDAYS**

The parties agree that leaves of absence will be in accordance with HCSO procedure number 760.03 (Employee Benefits).

## **Article 22**

### **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 corrections deputy works in a higher classification for more than seven (7) work days, he shall be paid at the entry level of the higher rated job for any such days over seven (7).

#### **Section 2 - Method of Compensation**

It is understood by the parties that, insofar as pay is concerned, corrections deputies 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**

Corrections deputies 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 23**

**WORKERS' COMPENSATION**

The parties agree that workers compensation will be administered in accordance with HCSO procedure number 760.03 (Employee Benefits) dated 09/04.

**Article 24**

**HOURS OF WORK AND OVERTIME**

HCSO shall publish and post shift assignments at least twenty-eight (28) calendar days in advance of assignment. Posted schedules shall include, but not be limited, to the hours of the assignment and the days off. Posted schedules are subject to change due to staffing requirements or to allow HCSO the flexibility to address public safety issues, as determined by the Sheriff or his designee. In the event of a schedule change that affects a member's hours of work or days off, then HCSO shall make every reasonable effort to provide at least forty-eight (48) hours notice to that member prior to the change taking effect. HCSO will make a reasonable effort to provide revised assignment schedules during the calendar year to reflect changes. The Sheriff or his designee may temporarily assign a member to specific duties that are not subject to the duration requirements of this section.

The parties agree that hours of work and overtime will be in accordance with HCSO procedure number 770.01 (Standard work hours for sworn Sheriff's Corrections Deputies).

**Article 25**

**JURY DUTY - WITNESS DUTY  
ON-CALL - SUPPLEMENTAL PAY**

**Section 1 - Jury Duty**

When an corrections deputy is required to serve on jury duty the deputy shall be relieved of responsibility for his or her regular work shift, and the HCSO shall pay the corrections deputy the amount that would have been received had the deputy worked his/her regular work shift. All corrections deputies 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 corrections deputy is released or is excused from jury duty, the corrections deputy shall immediately notify his or her supervisor of their availability for work.

**Section 2 - Witness Duty**

Any corrections deputy who serves as a witness in any legal proceeding at the request of, or for the benefit of, the HCSO shall be paid as if engaged in the deputy'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 corrections deputy's regularly assigned work hours, the corrections deputy shall be credited for the actual time worked, or a minimum of two (2) hours, whichever is greater.

**Section 3 - Call Back**

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

**Section 4 - Supplemental Pay**

SWAT, K-9, FTO, etc. supplemental pay will be administered in accordance with current HCSO practice.

**Article 26**

**WAGES**

The pay raise is contingent on the County Commission funding the Sheriff's Office budget.

**Article 27**

**EQUIPMENT AND SERVICE AWARDS**

**Section 1 - Accessories and Equipment**

The parties agree that accessories and equipment will be issued in accordance with HCSO procedure number 980.02 (Uniform appearance, equipment issuance) dated 03/01.

**Section 2 - Clothing Allowance**

Each corrections deputy assigned to a plain clothes position shall be given a clothing allowance in accordance with current HCSO's practice.

**Section 3 - Awards**

When an employee retires under any provision of the retirement system the HCSO corrections division participates in, including medical disability retirement, the employee shall be presented his badge, and an identification card clearly marked "RETIRED".

**Section 4 - Award Program**

The Sheriff agrees to promote a program of recognition awards for bargaining unit employees 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.

**Article 28**

**INSURANCE BENEFITS**

**Section 1 - Health Insurance Program**

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

**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 an employee or the Association concerning this Section is not subject to the grievance procedure of this Agreement.

**Article 29**

**TRAVEL EXPENSES**

**Section 1 - Payment of Travel Vouchers**

Travel expenses of employees 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 employee 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 30**

**DRUG TESTING**

(A) The Sheriff and the Association agree to drug testing of bargaining unit employees 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 employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes

**Article 31**

**PREVAILING RIGHTS**

(A) All pay and benefits provisions in the Sheriff's procedures or applicable County regulations which cover employees in the bargaining unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement.

(B) Any claim by an employee concerning the application of such provisions shall be subject to the Grievance Procedure of this Agreement or shall be subject to the method of review prescribed by the Sheriff Office's procedures, County regulations or other appropriate administrative or judicial remedy.

**Article 32**

**NO STRIKE**

**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 corrections 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 33**

#### **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 34**

#### **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, except as provided for in (D) and (E) below.

(D) During the period beginning April 1, 2016, and ending June 1, 2016, either party may notify the other in writing to reopen for negotiation up to three articles including Wages. Provided that such notice is given by one or both parties to the other, each party agrees to promptly meet with the other for negotiations.

(E) Nothing herein shall preclude HCSO 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 employees 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 35**

### **TERM**

The term of this Agreement shall be from the date the agreement is ratified by the bargaining unit and signed by the Sheriff until midnight, September 30, 2017.

Approved by the Sheriff



5/6/15

Steve Whidden  
Sheriff, Hendry County

Date

Approved for The Police Benevolent Association, Inc.



Matt Sellers  
President, Gulf Coast Chapter

5/6/15

Date