COLLECTIVE BARGAINING AGREEMENT

INDIAN RIVER COUNTY SHERIFF'S OFFICE

and

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

Deputy Sheriff - Corrections

Effective Upon Ratification

through

September 30, 2020

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PREAMBLE

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

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

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 5;

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

ARTICLE 1

RECOGNITION

Section 1

The Indian River County Sheriff's Office (hereinafter referred to as the Sheriff or IRCSO) recognizes the Coastal Florida Police Benevolent Association (hereinafter referred to as the CFPBA or the Union) as the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission in Certification No. RC – 2010-024, to include all full time deputies employed by the Sheriff in corrections.

Section 2

The Sheriff will not be called upon to recognize the CFPBA as agent for any of its employees other than those included in the certified units mentioned above, in the absence of a new PERC certification. When any new job classification is created, the Sheriff will notify the Union. Any dispute as to an individual employee's status or any new classification status as being included or excluded from the bargaining unit will be resolvable though normal legal procedures, and not through the contractual grievance procedure.

ARTICLE 2

GENDER REFERENCE

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

ARTICLE 3

MANAGEMENT RIGHTS

A. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the Sheriff prior to this Agreement are retained by the Sheriff.

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

1. To manage the Sheriff's Office and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.

2. To determine the purpose and functions of the Sheriff's Office in its constituent divisions, units or otherwise separated classifications.

3. To alter or vary past practices and otherwise to take such measures as the Sheriff may determine to be necessary to maintain order and efficiency relative to both work force and operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this Agreement. If the

Sheriff takes action that effects terms or conditions of employment, he will meet with the Union to discuss the matter if requested by the Union.

4. To set methods, means of operations and standards of services to be offered by the Sheriff's Office and to contract such operations/services to the extent deemed practical and feasible by the Sheriff in his sole discretion.

5. To determine and re-determine job content, work load and work force size.

6. To determine qualifications of all employees employed by the Sheriff's Office. To select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the Sheriff's Office consistent with the existing provisions of law and this Agreement.

C. Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain in full force and effect unless changed, modified, or deleted by the Sheriff.

D. It is expressly understood by and between the parties to this Agreement that the Sheriff shall not be deemed to have waived or modified any of the rights

reserved to the Sheriff under this Article by not exercising said rights in a particular matter or in a particular manner.

ARTICLE 4

NON-DISCRIMINATION

Section 1

The Sheriff and the CFPBA agree that neither party will discriminate or interfere whatsoever with the right of any employee covered by this Agreement to belong or not belong to the CFPBA. No bargaining unit employee will be discriminated against by IRCSO for engaging in authorized activity, as required by this Agreement, on behalf of the CFPBA.

Section 2

No bargaining unit employee will be discriminated against on the basis of age, race, creed, color, national origin, sex, disability, marital status or religion. However, the parties also recognize that IRCSO has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by the State of Florida and the federal government. Accordingly, it is agreed that allegations of employment discrimination prohibited by this Article cannot be processed through the contractual grievance procedure.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed that there is a procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this Agreement.

Section 2

For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of some express provision(s) of this Agreement which is subject to the Grievance Procedure. It is expressly understood that when discipline consisting of termination or sixty (60) hours or more is imposed, the employee shall have the right to appeal the discipline through either the Career Service Act or the Grievance and Arbitration Procedure. Submission of a Career Service Appeal Form shall constitute a selection of the Career Service Appeal procedures. It is expressly understood that discipline other than termination or less than sixty (60) hours may only be grieved under the Career Service Act. The notice of an employee's intent to appeal discipline, whether pursuant to the Career Service Act or, in the case of a termination when the employee chooses the Grievance and Arbitration Procedure must be filed within five (5) business days after the employee is notified of the action upon which the appeal is based. Under the Career Service

Act the Sheriff shall accept the burden of proof and the Board shall, at the conclusion of the hearing, make a recommendation to the Sheriff as to how the case should be resolved. The decision of the Sheriff shall be in compliance with the Career Service Act. If the Law Enforcement – Deputy Sheriff Bargaining Unit and IRCSO agree to a time frame for a choice of remedy (Career Service Act or Arbitration) that is less than sixty (60) hours, that will also apply to this agreement.

Section 3

A. Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance to the next level.

B. The commencing of legal proceedings against the Sheriff in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the grievance and arbitration procedure contained in this Article and any grievance that has already been filed over the same subject will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement. It is the intent of both parties that the same

relief not be heard under both the Arbitration Procedure and before PERC or a court or any administrative agency or body.

Section 4

All grievances must be in writing and must contain the following information:

(1) Article(s) and Section(s) of the Agreement alleged to have been violated;

(2) A general statement of the grievance, including facts, dates and times of events and the remedy or adjustment desired;

(3) Signature of aggrieved employee or the Union representative and date signed.

Section 5

Grievances shall be processed in accordance with the following procedures:

STEP 1: The grievant or CFPBA shall present in writing his/her grievance to the employee's immediate supervisor within ten (10) business days of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall reach a decision and communicate in writing to the grievant within ten (10) business days from the date the grievance was presented to him/her. Failure of the supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

STEP 2: If the grievance is not settled at the first step, the grievant or Union within ten (10) business days of the answer in Step 1, or if no answer was

received under Step 1, within ten (10) business days of the date the answer was due, may appeal the grievance to the appropriate Captain. The Captain or designee will investigate the alleged grievance and may, within ten (10) business days of receipt of the written grievance, conduct a meeting between the Captain, other Sheriff's representatives as necessary, the grievant and the grievant's Union representative. The Captain shall notify the aggrieved employee of a decision no later than ten (10) business days following the submission of the grievance at Step 2. Failure of the Captain to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3.

STEP 3: If the grievance is not settled in Step 2, the grievant or Union within ten (10) business days of the answer in Step 2, or if no answer was received under Step 2, within ten (10) business days of the date the answer was due, may appeal the Step 2 answer to the Sheriff. The Sheriff or designee shall investigate the grievance as appropriate and will within ten (10) business days of receipt of the written grievance, conduct a meeting between the Sheriff or designee, other IRCSO representatives as needed, the grievant and the grievant's Union representative. The Sheriff shall notify the grievant in writing of a decision not later than ten (10) business days following the date of the meeting. Failure of the Sheriff to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 4.

If a grievance has not been satisfactorily resolved within the grievance procedures, the Union may, within ten (10) business days after the response is received at Step 3 of the Grievance Procedure, request a panel of seven

arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). A copy of the written request will be provided to the Sheriff who will be referred to as the IRCSO representative on the request form.

Section 6

Upon receipt of the list, each party shall alternate striking arbitrators, beginning with the party who requested the arbitration panel. The last remaining arbitrator shall hear and rule upon the grievance. The parties can mutually agree to change to the American Arbitration Association during the term of the contract. Either party may strike an entire panel.

Section 7

The following general rules are applicable to this Article:

A. The Union may abandon or settle a grievance. Grievances settled under this Article shall be non-precedent setting and cannot be offered as evidence or precedent in any subsequent arbitration case, unless the Union and the Sheriff mutually agree in writing that the grievance is precedent setting.

B. No grievance can be amended or supplemented after the initial management response at Step 1 without the written consent of the Sheriff.

C. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.

D. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage, unless the arbitrator is specifically empowered to do so by both parties.

E. The arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Sections 2 and 4 above.

F. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a Submission Agreement, if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 1 of this Agreement.

G. Unless the parties agree in writing to the contrary, only one grievance may be submitted to an arbitrator at any one hearing.

H. Upon request or either party, the arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the suit has terminated in the trial court.

Section 8

The arbitrator's decision shall be final and binding on the Union and on all bargaining unit employees and on the Sheriff, provided that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction and authority as set forth in this Agreement.

Section 9

Each party shall bear the expense of its own witnesses and its own representatives, except on-duty employees may be on call to appear. The arbitrator's bill shall be equally shared by the parties. Expenses of obtaining a hearing room, if any, shall be equally divided between the parties.

Section 10

The parties may agree in writing that with respect to any arbitration there will be no transcript of the proceeding and/or no post arbitration briefs.

Section 11

If the grievant is not represented by the Union at the arbitration proceedings, the grievant shall be required to make a deposit of cash, money order, or certified check to be held by the Sheriff in escrow in an amount equal to one-half of the estimated arbitration costs. If there is a dispute as to the estimated costs, said dispute shall be submitted in writing to the arbitrator for resolution prior to the hearing. This deposit must be made at least ten (10) business days prior to the date of the scheduled arbitration hearing. Failure of the grievant to make this deposit shall signal an end of the grievance/arbitration process.

ARTICLE 6

TOTALITY OF AGREEMENT

Section 1

The Sheriff and the CFPBA acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the Sheriff and the CFPBA thereby are set forth in this Agreement between the parties for its duration.

Section 2

The Sheriff and the CFPBA, 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. The Sheriff agrees to meet with the Union on substantive issues within thirty (30) days of the Union's giving notice.

Section 3

Modifications. Nothing herein shall preclude the Sheriff and the CFPBA from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing subject to required ratification as may be appropriate.

ARTICLE 7

SAVINGS CLAUSE

If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 8

COMPLIANCE WITH RULES AND REGULATIONS

Section 1

All sections of IRCSO's Personnel Rules and Regulations, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Personnel Rules and Regulations and the Agreement, in which case this Agreement shall apply.

Section 2

The Sheriff shall have the right to promulgate any reasonable rule, policy or procedure not in conflict with this Agreement.

ARTICLE 9

DUES DEDUCTION

Section 1

During the term of this Agreement the Sheriff will deduct CFPBA dues and other authorized deductions in an amount established by the CFPBA and certified in writing by the CFPBA to the Sheriff, from employee's pay for those employees who individually make such request on the deduction form provided by the CFPBA. Such deductions will be made by the Sheriff when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the Sheriff.

Section 2

The CFPBA shall advise the Sheriff of any increase in dues or other authorized deductions in writing at least sixty (60) days prior to its effective date.

Section 3

This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

The Sheriff will not be required to process Dues Deductions Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the Sheriff more than sixty (60) days following the date of the employee's signature.

Section 4

Deductions of dues and other authorized deductions shall be remitted exclusively to the Coastal Florida Police Benevolent Association by the Sheriff within thirty (30) days after the deductions are made, or as soon as practical thereafter, along with a list containing the names of the employees from whom the remittance is made. Dues will be deducted bi-weekly.

Section 5

In the event an employee's salary earnings within any pay period are not sufficient to cover dues and any other authorized deductions, it will be the responsibility of the CFPBA to collect its dues and uniform assessments for that pay period directly from the employee.

Section 6

Deductions for CFPBA dues and other authorized deductions shall continue until either: (1) revoked by the employee by providing the Sheriff and CFPBA with thirty (30) days written notice that the employee is terminating the prior checkoff authorization; (2) revoked pursuant to Section 447.507 Florida Statutes or (3) the termination of employment. If these deductions are continued when any of the above situations occur, the CFPBA shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

ARTICLE 10

GENERAL ORDERS

It is understood by the parties that any issue not specifically covered by this Agreement may, at the Sheriff's discretion, be subject to the Sheriff's General Orders. (Which includes Policy Statements, Rules and Regulations, Special Orders, Intradivisional Procedures, Training Bulletins and Memos). During the course of this Agreement, the Sheriff may, from time to time, modify his General Orders. Where there is a conflict between specific terms of this Agreement and the General Orders, this Collective Bargaining Agreement shall prevail. If there is a conflict between any General Order and State Statute, State Statute shall prevail. The Sheriff may not unilaterally change a subject of mandatory collective bargaining as determined under Florida Law.

ARTICLE 11

CFPBA REPRESENTATIVE AND UNION BUSINESS

Section 1

The Sheriff recognizes the right of the CFPBA to designate CFPBA representatives as it deems appropriate.

Section 2

The Sheriff and CFPBA agree that it is the best interest of all parties to expedite whenever possible the resolution of grievances, internal investigations and contractual issues. In order to accomplish this goal, the Sheriff and CFPBA will work together and meet periodically to address issues of mutual concern. Such meetings shall not interfere with IRCSO operations or service provided to the community. On duty CFPBA members shall not participate in political activity or attend CFPBA meetings.

Section 3

The Sheriff agrees to establish a CFPBA Time Pool. Each CFPBA member shall contribute two (2) hours of their annual leave to the CFPBA Time Pool on an annual basis. These contributions will be deducted from the member's accrued leave and reflected on the first paycheck after ratification and thereafter on the anniversary date of the ratification of this agreement. Donated CFPBA members' time will be carried over from year to year.

Section 4

Hours from the CFPBA Time Pool may be utilized by the CFPBA representatives to attend CFPBA meetings, CFPBA approved training classes,

arbitrations or other union related business. CFPBA members may use hours from the CFPBA Time Pool upon authorization from the CFPBA lead representative. CFPBA representatives will fill out the standard IRCSO Leave Form to request use of hours from the CFPBA Time Pool. The request will be submitted to the member's supervisor who will use the same guidelines as used for annual leave.

ARTICLE 12

BULLETIN BOARDS

Section 1

The CFPBA may have bulletin boards in areas commonly used to post information for law enforcement personnel, and easily accessible to the membership.

Section 2

These bulletin boards shall be used for posting authorized Union notices, but restricted to the following:

A. Notices of Union recreational and social affairs.

B. Notices of Union elections and results of such elections.

C. Notices of Union appointments and other official Union business.

D. Notices of Union meetings.

Copies of all notices to be posted on the bulletin board by the CFPBA shall be signed and dated by the authorized CFPBA representative and sent to the Sheriff at least forty eight (48) hours before posting or less if approved.

ARTICLE 13

STRIKE PROHIBITION AND WORK REQUIREMENTS

Section 1

The Union will not, under any circumstances or for any reason, call, encourage, authorize, ratify or engage in any strike, slowdown, concerted abuse of sick leave, or other interruption of work of any kind against IRCSO. The Union shall be responsible for any act alleged to constitute a breach of this Article if the Union or any of its authorized officers instigated, authorized, condoned, sanctioned or ratified such action.

Section 2

The bargaining unit employees will not, under any circumstances or for any reason, call or encourage any strike, slowdown, concerted abuse of sick leave, or any other interruption of work against the Indian River County Sheriff's Office.

Section 3

Any alleged violation of this Article shall be resolved in a court of competent jurisdiction and shall not be subject to the grievance and arbitration procedure under this contract.

ARTICLE 14

LAYOFFS

Section 1

In the event of a reduction in force, layoffs will be determined based on the date of hire in the corrections job classification within the agency or date of transfer to the corrections job classification within the agency. If seniority based on the date of hire or date of transfer to the corrections job classification within the agency is equal, then consideration will be given to sustained disciplinary actions.

Section 2

Recall will be in reverse order of layoffs. No new bargaining unit employees will be hired by the Sheriff until all laid off members of the bargaining unit are offered recall. Recalled employees shall have their prior salaries restored and also shall receive service credit if permitted under FRS. However, nothing herein shall require IRCSO to make financial contributions to FRS for any time period during which the bargaining unit member was subject to layoff unless it was determined by a court of competent jurisdiction, arbitrator or mutually agreed that the employee was laid off in violation of agency policy or the provisions of this agreement.

ARTICLE 15

SENIORITY

Section 1 – Definition

For the purpose of this Agreement, "seniority" shall be defined as the continuous service in the job classification: provided, however, that an employee shall be considered to have a break in service when the employee separates, for at least thirty-one (31) calendar days following the separation except for, authorized leave without pay, military leave or return to duty by a civil service board, arbitrator or other legal authority.

Section 2 – Seniority Application

Vacations shall be scheduled with due regard for the staffing needs of the agency, seniority and bargaining unit employee preference. The Sheriff and the Union understand that there may be times when the needs of the agency will not permit such scheduling.

Section 3 – Classifications

For purposes of this agreement, job classification shall be defined as sworn law enforcement, sworn corrections, or civilian status.

ARTICLE 16

GENERAL PROVISIONS

Section 1

The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and fitness of the applicants. The Sheriff shall fill a vacant position with the applicant who, in his judgment, is most qualified and best fits the needs of the Sheriff to perform the duties as described in the class specification, position description, and other documents describing the position.

Section 2

Anytime the Sheriff has the right to take an action or an obligation to do so, the Sheriff may utilize a designee. While the Sheriff is referred to in many Articles, nothing in this Agreement shall be construed to imply that an employee should or can violate the established chain of command.

Section 3

The assignment or reassignment of an employee on a temporary or permanent basis shall remain the prerogative of the Sheriff and the exercise of this right is not subject to the provisions of Article 5. With respect to temporary assignments (21 working days or less) the department will give as much notice as possible. With respect to permanent reassignments, the department shall give at least 5 working days notice unless the parties agree to lesser notice. Assignment or reassignment shall not be for the purpose of avoiding overtime in any given work week.

Section 4

Should a new classification higher in salary range than Deputy Sheriff be added to the bargaining unit in accordance with Chapter 447, Florida Statutes, the parties agree to reopen this agreement for the sole purpose of negotiating an article dealing with promotions within the unit.

Section 5

Any temporary assignment that becomes vacant after ratification of this agreement shall be posted as a Job Vacancy. The assignment to a vacancy as contemplated under this article shall occur after all eligible candidates have been interviewed by no less than three employees of the Corrections Division having attained the minimum rank of Sergeant. Education and experience will also be considered and scored.

Appointed assignments for purposes of this article are:

- Laundry Deputy
- Kitchen Deputy
- Transport Deputy
- Maintenance Deputy
- Road Crew Deputy
- Classification Deputy

ARTICLE 17

WAGES

Section 1

The Sheriff agrees that members of the bargaining unit to which this agreement applies, and effective the first full pay period of October 2017, shall receive a 5.00% increase in their base salary for those members who are not within 5.00% of the maximum of the pay grade and who have not reached the maximum of the pay grade. Members of the bargaining unit to which this agreement applies and who are within 5.00% of the maximum of the pay grade and whose base salary increase to the top of the pay grade is less than fifteen-hundred dollars ($1,500) shall have their base salary increased to the top of the pay grade. Additionally they shall receive a one-time, lump-sum payment in an amount equal to the difference between the amount of the base salary increase and fifteen-hundred dollars ($1,500), but not to exceed fifteen-hundred ($1,500) dollars. Members who are currently at the top of the pay grade shall receive a one-time, lump-sum payment of fifteen-hundred ($1,500). Any lump-sum is a net amount payable to the employee. Any increase as contemplated herein shall not be applicable to individuals who were not bargaining unit members prior to May 1, 2017.

Base salary increases as contemplated in this article are contingent on the Indian River County Board of County Commissioners (BOCC) approving the Sheriff's Fiscal Year 2017-2018 budget proposal. If the BOCC does not approve the Sheriff's budget proposal, the parties agree to reconvene for negotiations regarding this article. If this agreement is not ratified prior to the first full pay period of October 2017, the increases as contemplated herein shall be retroactive to the first full pay period of October 2017.

The parties further agree that any increase in base salary referenced herein is effective for the 2017-2018 fiscal year. Any entitlement to an increase in base salary based on this agreement for members of the bargaining unit to which this agreement applies, after expiration of this agreement or the applicable time frame noted in this article, shall be subject to collective bargaining and shall not be considered status quo. Additionally, the parties agree to re-open this article for negotiation in March 2018.

ARTICLE 17

WAGES

Section 1

The Sheriff agrees that members of the bargaining unit to which this agreement applies, and effective the first full pay period of October 2017, shall receive a 5.00% increase in their base salary for those members who are not within 5.00% of the maximum of the pay grade and who have not reached the maximum of the pay grade. Members of the bargaining unit to which this agreement applies and who are within 5.00% of the maximum of the pay grade and whose base salary increase to the top of the pay grade is less than fifteen-hundred dollars ($1,500) shall have their base salary increased to the top of the pay grade. Additionally they shall receive a one-time, lump-sum payment in an amount equal to the difference between the amount of the base salary increase and fifteen-hundred dollars ($1,500), but not to exceed fifteen-hundred ($1,500) dollars. Members who are currently at the top of the pay grade shall receive a one-time, lump-sum payment of fifteen-hundred ($1,500). Any lump-sum is a net amount payable to the employee.

Base salary increases as contemplated in this article are contingent on the Indian River County Board of County Commissioners (BOCC) approving the Sheriff's Fiscal Year 2017-2018 budget proposal. If the BOCC does not approve the Sheriff's budget proposal, the parties agree to reconvene for negotiations regarding this article. If this agreement is not ratified prior to the first full pay period of October 2017, the increases as contemplated herein shall be

retroactive to the first full pay period of October 2017. The parties further agree that any increase in base salary referenced herein is effective for the 2017-2018 fiscal year. Any entitlement to an increase in base salary based on this agreement for members of the bargaining unit to which this agreement applies, after expiration of this agreement or the applicable time frame noted in this article, shall be subject to collective bargaining and shall not be considered status quo. Additionally, the parties agree to re-open this article for negotiation in March 2018.

ARTICLE 18

PROBATIONARY PERIOD

The standard probationary period for all bargaining unit employees shall be twelve (12) months from the date of hire or certification; however, the Sheriff may extend probation for an additional six (6) months if he deems it appropriate. With respect to new hires, any time spent out of work or on modified duty for any reason, including a worker's compensation injury, may be added to the twelve (12) months, thus extending probation.

ARTICLE 19

BASIC WORKWEEK AND OVERTIME

Section 1

The hours of work and the shifts currently being utilized will remain in effect following the ratification of this Agreement. The Sheriff's Office will comply with the requirements of the Fair Labor Standards Act.

Section 2

The employee may request compensatory time, but the decision as to whether to grant such request rests with the Sheriff. Certain overtime assignments may be designated as compensatory time assignments but no employee will be required to work such assignment. Accrued unused compensatory time off may not exceed one hundred and twenty (120) converted hours. Upon separation from Indian River County Sheriff's Office, the bargaining unit member shall be paid for all approved accrued, unused compensatory time at the bargaining unit member's then existing rate. Once the one hundred and twenty (120) converted hours compensatory time maximum accrual has been reached, bargaining unit members required to work overtime shall be paid overtime at the rate of one and one-half times their regular rate of pay.

Section 3

Bargaining unit members may be required to work overtime, both scheduled and unscheduled. To the extent reasonable and appropriate, under the circumstances as determined by the Sheriff or his designee, overtime will be distributed equitably among bargaining unit members in their particular job

classification in organizational units, as work permits. If a mandatory overtime list is used, employees shall drop to the bottom of the list after performing two (2) hours of mandatory overtime. For the purposes of this section, job-related court activity occurring outside of an employee's regular hours of work shall not be considered mandatory overtime for the purpose of the mandatory overtime list only.

Section 4

Upon request of the employee or upon request of the Sheriff, and when mutually agreed upon, the Sheriff may buy back accrued compensatory time of bargaining unit members.

Section 5

Only hours that are actually worked are counted in computing overtime.

ARTICLE 20

PERFORMANCE EVALUATIONS

Section 1

Performance evaluations shall be made by the employee's last immediate supervisor who had supervised the employee for at least 120 days and who shall be responsible for the annual evaluation of the employee. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the next higher level administrator. The Sheriff shall have final authority to modify and/or approve all evaluations. Quarterly entries into the employees PMP shall be made by a Supervisor who had supervised the employee for at least forty-five (45) days during the quarter that is subject to the entry.

Section 2

The employee should be provided with the information regarding the basis of the evaluation. Performance ratings shall be based on an analysis of the employee's actual job performance.

Section 3

Evaluations are not subject to the procedures in Article 5, except those that require overall improvement .

ARTICLE 21

CONFLICTS OF INTEREST AND OUTSIDE ACTIVITY

Section 1

On the effective date of this Agreement, any employee who is performing employment outside of IRCSO shall notify the Sheriff of such employment.

Section 2

If an employee anticipates accepting employment outside of IRCSO, the employee shall seek approval from the Sheriff for such outside employment prior to the date of employment and verify that such employment does not conflict with the employee's employment with the Sheriff or with applicable laws or rules. Should such conflict(s) exist, the outside employment shall not be approved.

Section 3

The Sheriff may make reasonable inquiries of the employee to ensure that the employee's employment outside of IRCSO does not constitute a conflict of interest or interfere with the employee's primary duties.

Section 4

Employees may be permitted to wear their uniform and use their IRCSO equipment during approved outside law enforcement employment.

ARTICLE 22

COURT APPEARANCES

Section 1

Any bargaining unit member who is required to appear as a witness in court, court-related or other legal or administrative proceedings as a result of his/her employment with IRCSO shall be entitled to the following:

A. Regular pay if called to testify during regularly scheduled work hours.

B. Employees shall receive a minimum of three (3) hours, including travel time, if called to testify, give a deposition, appear in court, present a case to the State Attorney's Office, or any other official legal or administrative proceeding or actionwhich falls one (1) hour outside a bargaining unit member's regular hours of work. Any court appearance which falls within one (1) hour of the member's regular hours of work shall be paid as continuous time, including overtime if applicable.

C. If a bargaining unit member is required to appear more than once a day he will receive an additional two (2) hour guarantee if the second appearance is at least one (1) hour after the end of the first three (3) hours minimum or actual hours worked beyond the three (3) hour minimum. If the second appearance falls within the three (3) hour minimum it will be paid as continuous time.

D. Any witness, mileage, or other fees paid to the member will be turned over to the IRCSO.

E. When making any appearance contemplated by this article, bargaining unit members shall appear in either Class A or B uniforms or their regular work attire.

F. For the purpose of this article, appearance shall refer to the physical appearance of the member for purposes of giving a deposition, appearing in court, presenting a case to the State Attorney's Office, or any other official legal or administrative proceeding or action related to the members employment.

Section 2

Time off to respond to a subpoena to appear as a witness in a case related to a bargaining unit member's personal affairs will be at the bargaining unit member's own expense (vacation or approved unpaid leave). Adequate prior notice must be provided by the bargaining unit member to his/her command.

ARTICLE 23

UNIFORMS AND EQUIPMENT

Section 1

All employees shall receive a standard issue of uniforms and uniform accessories consistent with IRCSO General Orders Manual, and may request replacement of such uniforms as needed. Requests for replacement of uniforms shall be honored in a timely fashion and not unreasonably denied.

Section 2

All uniform deputies may have up to twenty (20) shirts and twenty (20) pants dry cleaned per month at the Sheriff's expense, and at the specified dry cleaning facility. All employees will also receive, once a year, an $85.00 allowance for the purchase of approved footwear.

Section 3

Employees shall have access to protective vests as needed.

ARTICLE 24

REPLACEMENT OF PERSONAL PROPERTY

Section 1

An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription eyewear, or such other items of personal property as have been given prior approval by the Sheriff as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed. The employee must file for replacement or reimbursement within five (5) working days of the damage/loss to recover under this Article.

Section 2

Specific Reimbursement Allowances and Approvals.

A. Upon proper documentation by the employee of the amount expended, the Sheriff shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - $150;
2. Prescription eye wear - $350 (including any required examination);
3. Other items – The Sheriff shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear.

B. Such reimbursement shall be with the approval of the Sheriff.

ARTICLE 25

SPECIALTY PAY

Section 1

Field Training Officers shall complete a FDLE-CJSTC approved Field Training Officer's Course. To be eligible for selection as a Field Training Officer ("FTO"), a bargaining unit member additionally must have completed no less than two (2) years of full-time corrections service, at least one (1) year of which is with the IRCSO and have satisfactory ratings in all areas of the member's last performance evaluation. The Sheriff may include additional job-relevant requirements and will determine the selection process for the assignment of FTO's.

Bargaining unit members who complete the certification process as Field Training Officers (FTO's) and who are designated by the Sheriff as FTO's shall receive a salary augmentation in the amount of one thousand ($1000.00) dollars annually to be paid in twenty-six installments. The salary augmentation shall cease at such time as the bargaining unit member is no longer designated as an FTO by the Sheriff. Additionally, a bargaining unit member designated as an FTO shall receive an additional thirty ($30.00) dollars per day while engaged in training activities. An FTO who is not engaged in training activities will not receive the additional thirty ($30.00) dollars per day.

Section 2

Corrections Deputies assigned the duty of booking inmates and who are designated as booking officers will receive booking pay in the amount of

$1040.00 annually to be paid in twenty-six (26) installments. For purposes of the Collective Bargaining Agreement, assignment as a booking officer is defined as a full time assignment of a bargaining unit member as a result of their assignment as a booking officer.

Section 3

To be eligible for a specialty pay assignment, bargaining unit members must have completed their new hire probationary period with the agency unless there is no bargaining unit member assigned to the shift who is qualified to fill the specialty pay assignment. Qualification of the bargaining unit member assigned to the shift shall be determined by the watch commander.

Section 4

At no time may a bargaining unit member be assigned to more than one (1) specialty pay assignment unless a determination is made by the Corrections Division Captain that minimum staffing levels requires such assignment.

ARTICLE 26

INTERNAL INVESTIGATIONS

It is the policy of the Sheriff's Office to investigate all complaints against the agency and its members. This policy will be carried out in a manner that ensures prompt corrective action when Sheriff's Office members conduct themselves improperly. Citizen complaints are frequently based upon misunderstanding of laws or procedures. When possible, they should be resolved during the initial contact by demonstrating a sincere desire to hear and understand the problem and conveying appropriate information to the complainant.

Section 1 – GENERAL INVESTIGATIVE PROCESS:

A. As an integral part of the administrative control process, the Internal Affairs Unit coordinates and exercises staff supervision on behalf of the Sheriff over matters involving Office members who receive a complaint of misconduct. The Internal Affairs Unit may also conduct other investigations as required by the Sheriff. However, the Internal Affairs Unit will not conduct criminal investigations against bargaining unit members.

B. The Internal Affairs Unit will ensure that any allegation made against a member of the Office is thoroughly and objectively investigated.

C. Administrative investigations will be conducted in conformance with Florida law and current policies and procedures of the Sheriff's Office, provided they are in compliance with F.S.S. Chapter 112.

D. Once a complaint has been filed and an investigation has been initiated, the subject of the investigation will be notified in writing by the Internal Affairs Unit.

The nature of the allegations (s) and the name of the complainant will be provided to the subject of the investigation. The subject will be provided, in writing, their rights and responsibilities relative to the investigation. In cases where advanced notification of specific details of the investigation would jeopardize the investigation, the notification may be given immediately prior to the interview of the subject.

E. Members shall not be ordered to submit to a line up, CVSA, polygraphs, and hand writing exemplars.

F. Members may volunteer to take a CVSA administered by the Sheriff's Office.

G. In cases where the Sheriff determines that (1) the employee's absence from the work location is essential to the investigation and (2) the employee should not be reassigned to other duties pending completion of the investigation, the employee shall be placed on Administrative Leave with pay. The Sheriff shall make every effort to complete the investigation within forty-five (45) days during any Administrative Leave status or explain, in writing, why it has not been completed.

H. If a member is arrested for, or charged with, a felony or misdemeanor, or is alleged to have violated Agency policy regarding anti-discrimination or sexual harassment, the member may be suspended without pay during the investigation period and any subsequent administrative appeals. While suspended without pay, the member may use compensatory time or annual leave. Captains or above are authorized to suspend a subordinate without pay under those circumstances upon approval of the Sheriff or designee. If the criminal charge(s)

against the member is dismissed and the member is not disciplined as a result of the administrative process, the Sheriff shall restore the employee's pay for the period of suspension or any used compensatory or annual leave time.

I. Unless an extension is granted by the Undersheriff, investigations will be completed within forty-five (45) days after receipt of the initial complaint. Weekly status reports will be submitted as necessary.

J. The complainant will be notified in writing of the disposition of the complaint upon conclusion of the investigation. The notification will be documented and maintained in the investigative file.

K. Members may obtain one copy of his or her disciplinary file without charge.

L. Citizens alleging member misconduct will be encouraged to complete and sign a Citizen Complaint Affidavit form.

M. Members under investigation are required to answer all questions related to the performance of their duties. However, no information obtained through the compelled statement may be used in any future criminal prosecution. Questions must be specific and narrowly related to the member's duties or behavior.

N. Members under investigation will not be subjected to offensive language or threatened with transfer, termination, or disciplinary action.

O. One of the following dispositions will be utilized

1. Sustained
2. Unfounded
3. Not Sustained
4. Exonerated

5. Policy Failure

ARTICLE 27

PERSONNEL RECORDS

Section 1

Each unit employee shall have the right to inspect his/her official personnel file, provided that such inspection shall take place during regular working hours. If the unit employee is on-duty then the unit employee will receive the employee's immediate supervisor's approval prior to leaving the employee's present assignment. The employee shall have the right to obtain from the Sheriff's Office, at no cost to the employee a copy of any of the items contained in his/her official personnel file.

Section 2

Unit employees shall have the right to file a written response to any letter of reprimand or other document, which is placed in the employee's official personnel file, subsequent to the supervisory action or citizen complaint. At the unit employee's request, any such written response shall be included in the employee's official personnel file together with the letter used for the reprimand or other document to which it is directed.

Section 3

No discipline will be placed in a unit employee's official file without the employee's knowledge.

Section 4

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 and maintained in the employee's official Personnel file. The contents of the envelope will be subject to disclosure pursuant to the requirements of Florida law.

ARTICLE 28

CALL BACK PAY

Section 1

Employees who have left the work place and who are ordered or otherwise directed to physically return to work more than one (1) hour after completing their scheduled shifts shall be paid a minimum of two (2) hours. Employees physically called back to work less than one (1) hour after completing their scheduled shifts shall be paid for all time commencing from the completion of their previously completed shift.

Section 2

This provision shall not apply in those instances when the call-back time commences two (2) hours or less prior to, or runs continuously with, the employee's regular shift or where the employee is physically called back to work to correct his/her own error or omission which cannot wait until the employee's next shift. In such instances, the employee shall be compensated for such time worked at the appropriate rate.

A. Members will be compensated for unused annual leave upon separation or termination from the Sheriff's Office.

B. Generally, leave may not be taken in increments of more than one hundred twenty (120) hours without the Sheriff's or designee's approval. The limitation is imposed in order to properly manage manpower requirements and overtime requirements. Annual leave may be used in minimum increments of fifteen (15) minutes.

C. Members will schedule their vacations and time off with their supervisors as far in advance as possible. All vacations and shift bids shall be submitted by email. Shift bids shall be due no later than November 1. Shifts will be posted by December 1. Initial seniority based vacation requests shall be submitted by December 15. Vacations shall be posted no later than December 29. Each member may initially make two selections. Each selection shall not exceed forty (40) consecutive work hours. Picks shall be made in descending order of seniority in the member's respective unit. After initial seniority based vacations are posted, additional vacation requests shall be submitted no sooner than January 1. These additional vacation requests shall be approved on a first come, first serve basis. (In cases of a scheduling conflict between two or more members, their respective seniority and performance record will be taken into consideration by the supervisor responsible for resolving the conflict). All annual leave must be approved by the Sheriff.

D. Members will not accrue annual leave in any month where less than one-half (½) of their regular hours were not compensated.

E. A maximum of 500 hours of annual leave may be carried over yearly on the member's anniversary date.

ARTICLE 31

SICK LEAVE

Section 1

Bargaining unit members shall accrue sick leave at the rate of eight (8) hours of every full calendar month worked. Sick leave will not be authorized prior to being earned. Members terminating employment after the first day of the month will not accrue sick leave for that month. Sick leave will not accrue in any month where the member is in an unpaid status for over one-half of his/her scheduled hours.

Section 2

A. Sick leave may be used at any time by members when they are unable to report for duty by reason of personal illness, family illness (immediate family), medical treatment or disability. Immediate family is defined as spouse, children or parents of the member.

B. The minimum period of absence to be charged to sick leave will be one (1) hour. Time in excess of one (1) hour will be rounded off to the nearest half hour.

C. Sick leave will be authorized for recovery from illness, injury or exposure to a contagious disease. Additional purposes for sick leave include:

    1. Medical or dental appointments that can only be arranged during working hours. A member is permitted up to one and a half hours per month of their accrued sick leave for doctor appointments.

    2. Illness or injury of an immediate family member.

3. The member will not be charged sick leave in the event an observed holiday occurs while the member is on sick leave. Members on annual leave who become sick or injured may use sick leave instead of annual leave.
4. A Division Captain or above may deny sick leave if there is a pattern of abuse. In this case, time will be deducted from annual leave, compensatory leave, or the member's salary at the discretion of the Division Captain.

Section 3

Required Documentation: Notification of absence will be given to the member's supervisor or designee by the member. Except in cases when the occurrence prevents doing so, notification will be no later than two (2) hours prior to the member's scheduled reporting time. Failure to give this two (2) hour notice shall result in an unpaid, unexcused absence.

A. The Sheriff or designee may require medical certification during a member's absence for three (3) consecutive days or more. The Sheriff reserves the right to require a physician's certification of illness for an absence of one (1) day or more if the Sheriff determines the employee is abusing sick leave.
B. A member out of work for more than ten (10) calendar days due to medical reasons must obtain a physician's assessment of the estimated duration of illness and a release to full duty prior to resuming their assigned responsibilities.

Section 4

The Sheriff may rescind the appointment of a member who is unable to perform the essential function of his/her position due to illness or injury within 2,080 hours of said illness and injury. The member may reapply for another position with the Indian River County Sheriff's Office provided the member is qualified to perform the essential functions of that position.

Section 5

Personal Leave: Members with more than 240 hours of accrued sick leave will be entitled to convert up to forty (40) hours of such leave to personal leave per the Sheriff's Office policy provided the sick leave balance does not fall below 240 hours.

Section 6

Payment Upon Separation:

A. Upon separation members will receive payment for unused sick leave up to a maximum of four hundred-eighty (480) hours. However, employees hired before October 1, 2001 shall be paid for all accrued sick leave as of October 1, 2001 or up to four hundred-eighty (480) hours, whichever is greater.

B. No unused sick leave will be compensated to members who are terminated. All Sick Leave payment is subject to any outstanding indebtedness to the IRCSO.

Section 7

A Sick Leave Bank will be maintained in accordance with the Sheriff's Office directives which may be modified from time to time by the Sheriff.

ARTICLE 32

BEREAVEMENT LEAVE

A member will be granted bereavement leave (up to three (3) work days in state and five (5) work days out of state) for the death of an immediate family member to attend the funeral and take care of family-related issues.

Immediate family is defined as:

Mother, father, brother, sister, child, grandchild, stepchild, husband, wife, stepmother, stepfather, grandmother, grandfather, court appointed guardian adopted child, mother-in-law, father-in-law or any other individual approved by the Sheriff.

ARTICLE 33

JOB CONNECTED INJURY/ILLNESS

Section 1

Where an employee is eligible for leave with pay under Worker's Compensation as a result of an injury in the line of duty and is temporarily unable to perform his normal work duties, the Sheriff or his designee shall give due consideration to a temporary assignment within the employees medical restrictions. The employee is obligated to accept any such assignment. A temporary assignment may result in the employee working different shift/hours than their normal shift/hours.

Section 2

Where an employee suffers an injury in the line of duty and is permanently unable to perform their normal work duties, the Sheriff or his designee shall attempt to reasonably accommodate any written request by the employee to be assigned a different vacant position in a different classification within the employee's medical restrictions.

ARTICLE 34

HOLIDAYS

Section 1

During the term of this Agreement, the Sheriff recognizes the following eleven (11) paid holidays:

New Year's Day
Martin Luther King Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day after Christmas

Section 2

Bargaining unit members scheduled to work and who are directed to work on a designated holiday shall be paid at the bargaining unit member's regular rate of pay for all hours worked on the holiday, and shall receive eight (8) hours of annual leave.

Section 3

Bargaining unit members not normally scheduled to work, but who work on a designated holiday, shall receive the bargaining unit member's regular rate of pay for all hours worked on the holiday, or a minimum of eight (8) hours, plus eight hours of annual leave.

Section 4

When a holiday falls on a bargaining unit member's regularly scheduled day off, he/shall receive eight (8) hours of annual leave.

ARTICLE 35

PREVAILING RIGHTS

The current leaves provided for in the Sheriff's General Orders will remain in effect. Any substantive changes to such leaves will be subject to impact bargaining per F.S. Chapter 447.

ARTICLE 36

TRANSFERS

Bargaining unit members who are law enforcement certified and have completed new employee probation shall be given the opportunity to apply to the Bureau of Law Enforcement – Uniform Operations or Bureau of Administration – Court Services when a vacancy arises. Bargaining unit members who want to be considered for a vacancy in the Bureau of Law Enforcement – Uniform Operations or Bureau of Administration – Court Services shall submit a memorandum to the Director of Human Resources or designee and to the Corrections Division Major, via chain of command, requesting to be considered for any vacancy that shall arise in the Bureau of Law Enforcement – Uniform Operations or Bureau of Administration – Court Services. Vacancies shall be announced via email from the Bureau of Corrections Major as they arise.

If the bargaining unit member is not selected after interviewing for a vacancy, they shall wait six (6) months prior to being eligible to interview for another vacancy in the Bureau of Law Enforcement – Uniform Operations or Bureau of Administration – Court Services. If the bargaining unit member is determined to be eligible for a vacancy in the Bureau of Law Enforcement – Uniform Operations or Bureau of Administration – Court Services, they shall be processed for any vacancy in the Bureau of Law Enforcement – Uniform Operations or Bureau of Administration – Court Services that may occur within six (6) months of the date of their interview. If a vacancy in the Bureau of Law Enforcement – Uniform Operations or Bureau of Administration – Court Services

exists after six (6) months of the date of the interview, they will be required to re-interview at the time a vacancy exists. A bargaining unit member determined to be ineligible shall be afforded an opportunity to discuss that determination with the Bureau Major or their designee. A bargaining unit member determined to be eligible but not selected shall be afforded an opportunity to discuss the determination with the Bureau Major or their designee.

ARTICLE 37

WORKING OUT OF CLASSIFICATION

Section 1

Any bargaining unit employee who is required to accept the responsibilities of an acting sergeant for more than half of the employee's shift on two (2) or more days within a pay period shall be paid a 5% differential on the employee's base salary while the employee is serving in that capacity. In the event the Sheriff appoints a bargaining unit employee to an acting sergeant position, the employee shall be given an additional 7% increase in base pay for all hours worked while serving in the acting position.

ARTICLE 38

DURATION

This agreement shall take effect on upon ratification and shall remain in full force and effect through the 30th day of September 2020. The parties agree to meet at least 120 days prior to the expiration of the contract to begin negotiating a successor agreement or at any time upon mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative have set their hands and seals.

INDIAN RIVER COUNTY SHERIFF'S OFFICE

Deryl Loar, Sheriff — Date 9/29/17 nunc pro tunc

James Harpring, Undersheriff — Date 9/29/17 nunc pro tunc

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

Al Boettjer — Date 9/29/2017

Linda Rosado — Date 9/29/2017