

**AGREEMENT**

**Between**

**PASCO COUNTY BOARD OF COUNTY  
COMMISSIONERS**

**And**

**WEST CENTRAL FLORIDA POLICE BENEVOLENT  
ASSOCIATION, INC. (DETENTION)**

**Pasco County Detention Deputies Chapter**  
Representing Lieutenants

Under PERC Certification Number 1716

EFFECTIVE  
RATIFICATION THROUGH SEPTEMBER 30, 2025

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## **AGREEMENT / PREAMBLE**

THIS AGREEMENT is entered into by and between Pasco County Board of County Commissioners, hereinafter, referred to as the “County” or “Employer”; and the West Central Florida Police Benevolent Association, Incorporated (Detention) (herein, PBA). The term “BOCC”, as used in this Agreement, shall also mean the Board of County Commissioners and the term "Corrections Officer" or "Officers" means a full-time permanent employee(s) in the bargaining unit, refers to Lieutenants. The Agreement will apply to those Officers employed in positions included in the Public Employees Relations Commission (herein, PERC) Certification Number 1716. All references in this agreement to "Corrections Officer" or "Officers" in the masculine will be understood to mean both male and female Officers. There shall be no individual arrangement contrary to the terms provided herein.

## **Article 1**

### **REPRESENTATIVES OF THE PARTIES**

1.1 The Employer recognizes the PBA as the exclusive bargaining representative as defined in Chapter 447, Florida Statutes, as amended, effective January 01, 1975, for all Pasco County Correctional Officers in the bargaining unit as defined in PERC Certification 1716.

1.2 The Employer and the PBA agree that during the effective dates of this Agreement the Employer and the PBA will communicate collective bargaining issues and other formalized contact with the authorized representatives of the Employer and the PBA in matters requiring mutual consent or other official action called for by this Agreement. The PBA agrees to notify the Employer of the name(s) of such authorized representatives as of the execution of this Agreement and replacement thereof during the term of this Agreement.

**Article 2**  
**NO STRIKE**

2.1 The PBA agrees that during the term of this Agreement, **Officers** of the bargaining unit shall comply with the **Pasco County Personnel Policy and Procedure Manual (PPPM)**, **Department Directives** and applicable laws regarding concerted job actions and shall not engage in actions such as curtailment or restriction of work output, or interfere with work in or about the **Pasco County Corrections Department** work stations including, but not limited to, instigating, leading, or participating in any walk-out, strike, sit-down, stand-in, slow-down, refusal to work assigned/designated posts, refusal to return to duty at the scheduled time, or otherwise instigate, lead, or contribute to job actions which undermine supervisory authority and which seriously affect discipline, morale, or organizational effectiveness.

2.2 The PBA recognizes and agrees that applicable laws prohibit public employees or employee organizations from participating in a strike against a public employer by instigating, in any manner, a strike. The PBA further agrees that it shall not authorize, instigate, condone, excuse, ratify, support, or acquiesce in any strike, slow down, work stoppage, or otherwise violate the provisions of this Agreement and/or applicable law regarding concerted job actions.

2.3 Should the PBA or any **Officer(s)** of the bargaining unit violate this Article or applicable laws pertaining to concerted job actions, all remedies and penalties provided in F.S.S.447.507 shall apply. Any breach of this Article by an **Officer(s)** of the bargaining unit shall subject the **Officer(s)** to immediate disciplinary action up to and including dismissal.

2.4 Any question involving an allegation of a breach of this Article shall not be subject to the grievance procedure contained herein.

### **Article 3**

#### **DISCRIMINATION**

3.1 The Employer and the PBA agree the provisions of this Agreement shall be applicable to all Officers from the bargaining unit and shall be applied in accordance with the Pasco County PPPM and Department Directives on Harassment and Discrimination.

3.2 With respect to the PBA membership or activities, both parties will respect the rights of the Officers(s), meaning that the bargaining unit Officers are free to join or not to join the PBA and participate in its activities if they choose, and they are also free as individuals to reject PBA membership and not to support the PBA or pay dues to it, without being subjected to any kind of harassment or retaliation.

3.3 By law, the PBA shall not be required to process grievances or provide services otherwise not required by law for Officers who are not PBA members.

**Article 4**  
**PREVAILING RIGHTS**

4.1 All rights and working conditions enjoyed throughout the Pasco County Board of County Commissioners / Corrections Department by the Officers of the bargaining unit at the present time covered by written order or known to the Employer, which are not specifically referred to in this Agreement shall not be changed by the Employer in an arbitrary or capricious manner. Within thirty (30) calendar days of giving notice to the PBA of a change to the above, the PBA may notify the Employer of its interest in discussing the matter. Within seven (7) calendar days of receipt of said notification from the PBA, the Employer shall meet with the PBA to receive and review the PBA recommendation.

4.2 The Employer shall have the right to promulgate any General and Special Order necessary to maintain current accreditation.

4.3 All members shall have the right to inspect their personnel files in accordance with Agency practice. Should an outside entity request inspection of a bargaining unit employee's personnel file, the member will be notified by department as referenced in policy.

## **Article 5**

### **EMPLOYER'S OFFICIAL DIRECTIVES**

5.1 The provisions of this Agreement shall not be construed to repeal, amend, or modify the provisions of any law or ordinance establishing the Career Service Board or the rules, regulations, or other directives adopted pursuant thereto.

5.2 The Employer's official directives affecting wages, benefits, disciplinary procedures, or working conditions in effect as of this Agreement shall be the basis of proposed changes and additions to such policies. Official policies are defined for the purposes of this Agreement as: Employer policies, General Orders, Directives, and Post Orders.

5.3 The PBA and **Officers** of the bargaining unit accept the Employer's official written directives as they appear on the effective date of this Agreement. Such directives are subject to recommendations from the PBA for amendment or change in accordance with the restrictions and/or privileges as described herein.

5.4 Unless prevented by Operational Necessity, the Employer will provide a thirty (30) day notice of the intention to change or modify any policy, procedure or order prior to implementation if said change may affect the Bargaining Units.

5.5 It shall be the Employer's sole discretion to authorize the suspension of official directives when necessary for covert investigations or other operational needs. Such temporary suspension of official directives shall not be made in an arbitrary or capricious manner.

5.6 Nothing in this Article shall preclude the PBA from impact bargaining over issues that may affect bargaining unit **Officers**.



**Article 6**  
**CHECK-OFF**

6.1 The Employer shall deduct dues owed by the **Officers** to the PBA **monthly** on the first pay period of the month; provided, that prior to such deduction the PBA has provided the Employer with a signed authorization from each **Officer** whose dues are to be deducted that such deduction is authorized.

6.2 Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by the **Officers** upon thirty (30) days written notice to the Employer. Upon receiving such written notice from **the Officer**, the Employer shall cancel the dues deduction at the request of the **Officer** and provide notification to the PBA of the cancellation.

6.3 The PBA shall indemnify and hold harmless the Employer from any and all claims, demands or expenses in connection therewith based upon the Employer's participation in dues deduction.

6.4 Nothing contained herein shall require the Employer to deduct from a salary or be otherwise involved in the collection of any fine, penalty or special assessment.

6.5 Any changes in the amount to be deducted for monthly dues increase shall be implemented after written notification from the PBA is received by the Employer. Said notification shall be provided to the Employer a minimum of four weeks prior to the first pay date on which the dues increase is to be effective. Individual changes to deduction amount for **Officers** shall be processed to the Employer by the PBA in accordance with the Payroll/Personnel System Processing Schedule. The Employer will accept the PBA notice as authorization for the change by the **Officer**. Any disputes regarding an **Officer's** authorization shall be resolved between the PBA and the **Officer** as described herein.

6.6 The Employer shall charge the PBA a flat rate of \$300 annually to process dues deductions for all applicable members.

## **Article 7**

### **SEVERABILITY AND WAIVER**

7.1 Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and the enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

7.2 This exercise or non-exercise by the Employer or the PBA of the rights covered by this Agreement shall not be deemed to waive any such right or right to exercise them in the future.

## **Article 8**

### **EMPLOYER'S MANAGEMENT**

#### **RIGHTS**

8.1 The Employer reserves and retains exclusively all its normal and inherent rights with respect to the management of its operations, whether exercised or not, as existed prior to the time that PBA became the bargaining representative for officers. Florida Statute 447.209 reserves the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the Employer, to direct their employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons.

8.2 The rights reserved to the Employer, as described above, shall include, but not be limited to:

- A. The right to determine the size and composition of the working force.
- B. To determine the number and type of equipment, vehicles, machinery, materials, products and supplies to be used, operated, or discontinued.
- C. To hire, promote, demote, evaluate, transfer, suspend, assign, direct, lay-off and recall employees subject to the express limitations of this Agreement.
- D. To reward or reprimand, discharge, or otherwise discipline employees subject to the express limitations of this Agreement.
- E. To maintain and improve the efficiency of employees.
- F. To determine job descriptions and duties and minimum training qualifications for job classifications and the amount and type of work needed.
- G. To establish new positions, abolish or change existing positions and increase or decrease the number of positions or employees.
- H. To determine the assignment of work.

- I. To schedule the hours and days to be worked on each position and shift.
- J. To discontinue, transfer or assign all or any part of its operations.
- K. To open new facilities and transfer its operations or any part thereto, to new facilities.
- L. To expand, reduce, alter, combine, transfer, assign, cease or create any position or position classification, department, or function for operational purposes.
- M. To determine the location, methods, means and personnel by which operations are to be conducted including the right to contract or subcontract existing and future work. If such contracted work impacts an existing position the PBA will be notified prior to implementation as to the necessity for such change.
- N. To make or change rules, policies, and practices not in direct conflict with the provisions of this Agreement.
- O. To alter health plans, insurance carriers, policies or administrators through which benefits may be provided and to establish terms and conditions of employment except as expressly modified or restricted by a specific provision of this Agreement.

8.3 In interpreting this Agreement, there shall be absolute regard for the rights, responsibilities, and prerogatives of management. This Agreement shall be so construed that there shall be no interference with such rights, responsibilities, and prerogatives except as may be expressly provided in this Agreement.

8.4 If in the sole discretion of the Employer, it is determined that emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, natural or manmade disasters, terrorist acts, or similar catastrophes, the provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, but wage rates and monetary benefits of **Officers** from the bargaining unit shall not be suspended.

## ARTICLE 9

### PBA

### BUSINESS

9.1 Without permission from the Employer, neither PBA representatives nor bargaining unit Officers shall leave their posts or workstations for the purpose of investigating, presenting, handling, or settling grievances. Without permission from the Employer, PBA representatives shall not contact any Officer(s) or other person concerning grievance matters or PBA business during either the working / duty hours of the PBA representative or the working / duty hours of any Officer(s) sought to be contacted. Subject to the operational needs of the Employer, the Employer shall not unreasonably deny, constrain, or obstruct the PBA representatives' requests for leave to conduct qualifying types of PBA business as defined by the terms and conditions of this Agreement.

9.2 The Employer shall provide the PBA with a listing of all bargaining unit Officers, to include the following information if available:

- A. First name, last name, and initial.
- B. ID number.
- C. Date of employment with the Employer.
- D. Initial employment job classification/rank.
- E. Initial probationary period ending date.
- F. Certification date as a Correctional Officer.
- G. The current job classification/rank and the date of attainment.
- H. Current annual base salary and Pay Plan.
- I. Each classification/rank held since employment, the date of attainment of each classification/rank held with the Employer, and /or any other change in employment classification/rank status.

Updated lists shall be provided at the PBA's request. The Employer will notify the PBA of the name and work addresses of all new hire Officers upon the request of the PBA.

The Employer will allow the PBA to distribute printed information approved by the PBA to all newly hired Officers. The Employer will allow the PBA to provide a luncheon for all newly hired Officers who are off-duty and voluntarily choose to attend at the expense of the PBA.

9.3 The PBA may provide information bulletin boards to the Employer at their own expense. Such bulletin boards must be commensurate with the same or lesser number of general information bulletin boards utilized by the Employer in nonpublic areas of the Employer's primary facilities where space permits. Such bulletin boards must be consistent with the style, color scheme, quality, and decor of the respective facility area, shall not exceed an overall dimension of thirty-six inches in height by thirty-six inches in width, and shall be installed in the agreed upon location by the Employer's general maintenance personnel. Official postings and notices by the PBA on such bulletin boards shall be limited to information regarding meeting schedules and/or locations, information regarding PBA officers, general PBA affairs, and PBA sponsored social events. Any matters pertaining to partisan politics or elections, material derogatory toward the Employer or other persons, material violating or having the effect of violating any laws, and any other profane, derogatory, or offensive material including material that violates established policies and directives shall not be posted on such bulletin boards. No information or notice shall be posted on a PBA bulletin board unless it has been signed by a duly authorized PBA representative and submitted directly to the Employer's affected department at the time of posting. A copy of this Agreement may be posted by the PBA on all PBA provided bulletin boards. The County will post a copy of this Agreement on its Human Resources Union information webpage.

#### 9.4 Union Leave Account

A. On the first full pay period of January each year, the employer shall deduct two (2) hours of PTO from each bargaining unit member and add it to the PBA Union Leave Account. This Union Leave account will be maintained by the Union for the purpose of Union business. Requests for Union Leave shall be submitted for approval to the Union President or his/her designee 24 hours prior to the commencement of union leave. Salary and Overtime, if any, incurred in replacing the Union representative(s) authorized for union leave shall be deducted from the Union leave account.

B. Bargaining unit members who are not members of the Union may opt out of the deduction

by providing written notice to the County annually by December 1.

- C. Upon written notice from the Pasco Sheriff's Office, The County will credit any remaining Union Leave Hours to the County PBA Union bank.

**Article 10**  
**JOB DUTIES AND RESPONSIBILITIES**

10.1 There will be thorough and complete job descriptions for all Officers of the bargaining unit covered by this Agreement in accordance with the Pasco County PPPM and Department Directives, and local ordinance. The creation and/or decision to amend job descriptions are a Management Right and the Employer retains the right to revise job descriptions in accordance with operational or administrative needs. In the event a permanent change to a job description(s) is required, the Employer will process such revision(s) in accordance with the Employer's established policies, directives and Personnel Policy and Procedure Manual.

10.2 10.2 It is understood and agreed by both parties that the duties performed by Officers of the bargaining unit cannot always be covered by job descriptions in every instance and, therefore, Officers of the bargaining unit may be required to perform duties in addition to all those listed within the current job descriptions, which are in the judgment of the Employer, related to the purpose of the job classification and the Pasco County Corrections Department

10.3 In the event a warning is issued by the National Weather Service or other competent authority announcing a pending disaster, including but not limited to hurricanes, floods, and/or tornadoes, it shall be the duty of every Officer to comply with applicable directives pertaining to such emergencies, including immediate direct contact with the Officer's respective supervisor(s) to determine if they are needed for duty by the Employer. If the Employer determines the Officer is needed, the Officer will respond for duty as required. It shall not be a defense or grievance issue that an Officer was not aware of pending dangers as described herein.

10.4 Both parties agree that an Officer is responsible for equipment that is lost or damaged due to misconduct or misuse by the Officer, in compliance with Employer policies and directives.



**Article 11**  
**POLICY/ SAFETY COMMITTEE**

11.1 There shall be a Policy/Safety Committee established to consist of not more than two (2) representatives appointed by the Employer and two (2) representatives appointed by the PBA. The purpose of this Committee shall be for both parties to meet and confer concerning problems or concerns of a general nature, which may from time to time arise at the Pasco County Corrections Department, and to make recommendations concerning resolution of any such problems or concerns. Nothing contained in this Article shall preclude either party from inviting other persons to attend the meeting who may have specific experience, interest, or expertise in any matter that may be applicable to the topics scheduled for discussion. The Committee meetings shall be held in accordance with applicable laws pertaining to general meetings for public entities. The Committee shall meet as mutually agreed between the designated representatives with reasonable notice to both parties to address issues which may arise from or during this contract.

11.2 In addition to the Committee's regular meetings, either party may request a meeting to discuss matters of mutual interest that may require immediate attention. The requesting party shall provide the reciprocal party the intended topic(s) of discussion or concern(s) within a reasonable period allowing for sufficient preparation prior to the date/time of the requested meeting.

11.3 The Policy/ Safety Committee shall not have the authority to change, delete, or modify any of the terms of this Agreement.

11.4 The Policy/Safety Committee shall not be a forum for collective bargaining or for resolving specific grievances.

11.5 The Employer will make every reasonable effort to provide and maintain safe working conditions sufficient for a specific job requirement in accordance with federal, state, and local laws.

11.6 The Policy/Safety Committee in accordance with established directives will review all safety issues, which come to its attention, with a view toward identifying and correcting safety hazards in the Employer's workplace. Such safety issues shall include both operational directives and environmental conditions that affect the safety of the Officers.

11.7 To this end, the PBA will cooperate and encourage Officers to work in a safe manner and shall present recommendations through the Employer's established Policy/Safety Committee for any proposed changes.

**ARTICLE 12**  
**SHIFT BID PROCESS / SENIORITY**

12.1 REQUIREMENTS/SELECTION

- A. Bidding for shifts will be conducted every six (6) months in accordance with Department Directives.
- B. Members may not bid from one classification to another.
- C. Members may bid for platoon/shift positions based on the section they are assigned to within the Pasco County Corrections Department. The Chief Correctional Officer/or designee assigns officers to the section.
- D. Members who have completed their probationary period and are on light duty status or on approved Family Medical Leave are eligible to bid, pursuant to policy.
- E. Certain positions identified by the Chief Correctional Officer/or designee will not be posted for bid.
- F. Requests for a hardship placement on a shift/location are forwarded via memorandum to the Chief Correctional Officer/or designee, at least two weeks prior to the scheduled bid. Each case is determined independently; the final decision is at the discretion of the Chief Correctional Officer/or designee.
- G. A seniority list is posted for review two weeks prior to the actual bidding date for all the ranks. This list will include name, rank, and date of hire or rank, listed by classification. It is the responsibility of members to inform the Chief Correctional Officer/or designee of any errors within three days of the posting.
- H. Members with identical seniority dates are placed in bid order utilizing the number of unplanned (non-FMLA related) call outs during the prior bid period; followed by a lottery system in the case of ties (A person who has zero callouts

would bid prior to a person with 2 callouts, etc.) A staff member not affected by the bid process will be present to conduct the lottery process.

## 12.2 BID PROCESS

- A. The shift bid process will be conducted semi-annually. The bid will be conducted by seniority within the agency per classification and/or rank.
- B. The order of bid for platoon/shift shall be conducted by rank in descending order, the Lieutenant first, Sergeant second, followed by Corporal, and Officer.
- C. The bid placement will be openly visible to successive bidders who will bid by appointment or bid sheet if the member cannot appear in person. Members who choose to attend the bid in person shall not be eligible for overtime.
  - Seniority criteria is not binding, and the Chief Correctional Officer/or designee reserves the right to make assignments regardless of established placement criteria. The bid process will at no time compromise the overall operational needs of the Pasco County Corrections Department.

## 12.3 VACANCIES:

- A. Positions that vacate due to transfers, demotions, promotions, or reassignments will not be opened to bid; the Chief of Corrections/or designee will assign them.

**Article 13**  
**TRANSFERS**

13.1 Transfer Requests: Transfer requests shall be submitted via the chain of command to the Chief Correctional Officer/or designee. Each supervisor is required to comment on the request. Transfer requests are valid for a one-year period from the date of submission. The process is outlined in policy and shall be followed unless amended with prior notification.

## Article 14

### Paid Time Off (PTO) Leave, Holidays, and Other Leaves of Absence

14.1 Funeral/Bereavement Leave: Members may request up to forty-two and a half (42.5) hours of funeral/bereavement leave for the death of members of the immediate family to include the member's spouse, siblings, parents/step parents, child/step child; and up to twenty-four (24) hours for members grandparents, grand-children, , .aunt, uncle, or in-laws. Additional PTO may be granted with funeral leave at the request of the member. Bereavement days do not have to be used consecutively but must be used within ninety (90) days of one another, unless approved by the Chief Correctional Officer.

14.2 Military Leave: The Military leave benefits set forth in policy, along with those requirements set forth in State and Federal Law shall be applicable to the bargaining unit.

14.3 Leave of Absences: The Leave of Absence benefits set forth in policy shall be applicable to bargaining unit employees and administered in accordance with Pasco County PPPM and Department Directives.

14.4 Holidays: The Holiday benefits set forth in policies shall be applicable to all employees and administered in accordance with such policy.

The following days are designated as official holidays:

New Year's Day

Martin Luther King Day

Good Friday

Memorial Day

Fourth of

July Labor

Day

Veterans

Day

Thanksgiving (Thursday and Friday)

Christmas

And any other holidays approved by the Board of County Commissioners for a particular year.

All employees shall be paid 8.5 hours of Holiday pay for each observed holiday, whether they work the holiday or not.

All holidays will be observed on the actual day of the holiday. If a member's approved PTO includes a Holiday, they will receive holiday pay for that day, in lieu of having to use their PTO. If unplanned/unscheduled PTO is used either immediately before or immediately after a Holiday, the decision as to whether the holiday is paid will be at the discretion of the Captain after consultation with the Shift Commander. If a pattern of misuse of PTO exists, members may receive corrective/disciplinary action.

Members who notify the agency they cannot report to work due to illness or injury must use PTO or sick leave, if available. Members will notify an on-duty supervisor at least two (2) hours before the beginning of the member's shift.

### Paid Time Off (PTO)

Effective October 1, 2022, employees of the Pasco County Detention Center will convert from traditional sick and vacation time to Paid Time Off (PTO) when they transition from employees of the PCSO to employees of Pasco County (BOCC).

### Procedure

#### A. Paid Time Off (PTO)

##### 1. Eligibility for PTO

- a. Effective October 2022, Regular full-time employees will be allowed to earn and accrue paid time off.
- b. Temporary and seasonal employees will not be eligible for PTO.
- c. Part-time employees will be allowed to earn PTO in relation to the number of hours worked per week.
- d. New employees who have not completed their initial six (6) month or one year employment probationary period will earn and accrue Paid Time Off in accordance with this policy but will not be eligible to use accumulated leave until their probationary period is satisfactorily completed, unless otherwise approved by the Human Resources Director or provisions within this policy. Employees who are granted permission to use PTO during their initial probationary period will have to repay any leave used if they fail to successfully complete their probationary period.

- e. Promoted, demoted, or transferred employees will retain all PTO privileges and accrued balances in prior position and/or department.
- f. Accrual Rate of PTO
  - i. Regular full-time employees will earn and accrue PTO immediately upon employment as follows:

	40 hours per week	
Continuous Employment	Biweekly Accrual	Annual Amount
Date of Hire - End of 4th Year	6.15	160
Start of 5th Year - End of 9th Year	7.38	192
Start of 10th Year - End of 15th Year	8.31	216
Start of 16th Year and forward	9.23	240

	85 Hours (Every 2 weeks)	
Continuous Employment	Biweekly Accrual	Annual Amount
Date of Hire - End of 4th Year	6.46	168
Start of 5th Year - End of 9th Year	7.69	200
Start of 10th Year - End of 15th Year	8.85	230
Start of 16th Year and forward	9.80	255

- ii. When employee has had a break in employment, PTO accrual will be handled as outlined in the Reinstatement Policy.



- iii. PTO will not be earned by an employee during an unpaid leave of absence or when an employee has been placed in a non-pay status, (i.e., suspension)

2. Use of PTO Hours

PTO is an employee benefit which combines traditional vacation and sick leave programs into one plan with two components. This type of program provides both employees and the County a flexible method of scheduling time off with pay. Because of this, PTO time may be used at the employee's discretion, provided that approvals are obtained for this leave as stated in this policy. Since PTO hours will replace traditional sick and vacation time, access is unrestricted provided the employee has been employed for 180 consecutive days and has supervisor approval. Employees may be granted up to two (2) days of PTO use after 90 days of employment for their own personal illness with the approval of their Department Director. Any additional PTO usage prior to six (6) months of employment will require approval by the Department Director and Director of Human Resources. PTO may be used for items including, but not limited to:

- a. Vacation
- b. Sick Leave
- c. Absence for transaction of personal business which cannot be conducted during off-duty hours.
- d. Religious holidays other than those designated by the Board of County Commissioners.
- e. Supplement income for time loss due to work related personal illness, injury, or disability where statutory workers' compensation payments are being received. In no instance shall this combination exceed one hundred percent (100%) of the employee's regular base rate.
- f. Maternity or paternity leave purposes.
- g. Supplement income for time loss due to disability not work related, where employee is receiving disability insurance benefits/payments. In no instance shall this combination exceed one hundred percent (100%) of the employee's regular rate of pay.
- h. Absences from work not covered by other types of leave provisions established by the Board of County Commissioners' policies.

3. Request for Paid Time Off

- a. Requests for PTO leave should be submitted in writing on the "Leave Request Form" by employees to department manager, via the employee's direct supervisor for approval, at least one (1) week prior to requested leave when possible.
- b. Departments may establish a departmental policy for operational needs which may be more restrictive or provide exceptions to the one (1) week requirement.
- c. PTO requests will be granted at the sole discretion of the Department Director or designee; however, every effort will be made to accommodate employees. Employees are responsible for maintaining a sufficient balance of PTO to cover vacations, illness, etc. If an adequate balance of PTO is not available to cover the employee's requested time off, the employee's request for time off may be denied.
- d. When PTO leave is being used for an employee's own personal illness, or the illness of a family member, employees shall notify their immediate supervisor or department manager as soon as the employee knows that they will be unable to work. Notice must be given no later than the first day of absence and preferably before the starting time for employee's scheduled shift. Employees failing to notify and report to the department within three (3) consecutive workdays will be considered as having resigned (quit without notice) and employment will be terminated. Any absence not properly reported by employee, less than three (3) consecutive workdays can be grounds for disciplinary action, in accordance with policy.
- e. A doctor's statement as proof of illness may be required by department manager if leave extends beyond three (3) consecutive workdays or at any other time that a department manager has reason to believe that the employee is abusing Paid Time Off. A false claim of illness, injury, or disability will be cause for dismissal.
- f. PTO may be used only as accrued and will not be allowed in advance of leave being earned or accrued.
- g. PTO will be charged at a minimum of one-quarter (1/4) hour increments.

4. Abuse of Paid Time Off Leave

- a. Excessive unscheduled use of PTO will be grounds for disciplinary action. When an employee's absences are such that the County has reasonable grounds to believe that an abuse exists, the employee will

be notified in writing, by their department manager, of the suspected abuse, and thereafter may be required, regardless of the duration of the absence, to submit a satisfactory doctor's certificate or affidavit indicating the specific nature of the disability and its duration to the employee's department manager before such absence may be charged against the employee's accumulated PTO balance. Reasonable grounds of abuse include a pattern of numerous one-day absences throughout the year, particularly if leave is always taken on Mondays or Fridays; frequency of absences; low/zero accumulated PTO balance; and other patterns of abuse.

- b. Further disciplinary action, up to and including termination, may be taken by the department manager when an employee's attendance continues to be unsatisfactory.
  - c. Abuses in leave will be included on the employee's annual performance evaluation.
5. Carry-Over and Cash Payment of PTO
- a. It is the intent of this policy that all employees take their Paid Time Off annually for the period in which it has been earned.
  - b. The maximum amount of PTO which can be carried forward from one (1) calendar year (ending December 31st of each year) to the next is as follows; however, no employee, regardless of length of service or number of scheduled hours may cash out more than 720 hours upon termination of employment. (This includes leave used during the last 30 days, or at any time, to prolong a retirement/termination date).

YEARS OF CONTINUOUS EMPLOYMENT	TOTAL HOURS 40 HR
Date of Hire to End of 4 <sup>th</sup> Year	400
Start of 5 <sup>th</sup> Year to End of 9 <sup>th</sup> Year	500
Start of 10 <sup>th</sup> Year to End of 15 <sup>th</sup> Year	600
Start of 16 <sup>th</sup> Year and Over	750

- c. An employee may request cash payment for portions of accrued PTO once annually from the County in accordance with the provisions of this policy.
  - d. Employees with a PTO balance over 80 hours will be eligible to receive reimbursement of accrued PTO over the 80 hours, up to 60 hours annually, at their rate of pay at the time of the cash-out. Compensation shall be contingent upon budgetary restrictions and may be terminated by the Board of County Commissioners through the budget process.
  - e. Prior to November 1<sup>st</sup>, each qualified employee must request reimbursement in writing on the PTO reimbursement form to the Human Resources Department for annual reimbursement. This form must be certified and approved by the Department Director. The Human Resources Department will provide further approval. Employees approved for reimbursement will receive the additional compensation the first full payroll in December.
6. Payment of Unused PTO
- a. Employees who voluntarily resign or are separated from employment in good standing will receive payment for 80% of their accrued and unused PTO at the time of separation. Employees who are eligible for and retire from Pasco County will receive 100% of their accrued and unused PTO at the time of their retirement. (For employees in the DROP program, please see additional provisions listed in the DROP policy). Employees dismissed for misconduct will not receive the accrued time, unless specifically recommended by the department manager and approved by the Director of Human Resources.
  - b. Employees placed on layoff status will receive 100% pay for accrued PTO up to time of the layoff.
  - c. New employees who have not completed their initial six (6) month (or one year) probationary period will not be eligible for payment of leave, upon separation, and will have to pay back any PTO used during their initial six months (one year) out of their last paycheck in accordance with Federal law.
7. Right to Contribute PTO Hours
- a. In the event that an employee's own illness or physical incapacity should continue beyond a point where his/her PTO has been exhausted, or short/long term disability does not apply, other

employees may contribute accumulated PTO to said employee with the appropriate approvals. Contingent upon the approval of the Department Director and the HR Director, in certain circumstances, employees will be allowed to donate PTO time to an employee when the injury or illness is for the minor child of the employee.

- b. Employee contributions must be done in multiples of at least (4) hours per employee. The donation of time must be completed on the appropriate donation of time form and approved by both the Department Director and the Human Resources Director or designee.

B. Initial Implementation – October 1, 2022.

- 1. Upon Initial Implementation of PTO time, employees shall retain their existing vacation time and must continue to use the hours pursuant to the previous policy until all vacation hours are exhausted. The provisions of the previous vacation leave policy will continue to be adhered to for use of annual leave and will continue to be found in the PPPM until all employees have exhausted all Annual leave hours. Employees will no longer accrue vacation leave due to the implementation of the PTO time; therefore, once the employee has exhausted their existing vacation balance, and a zero balance exists, it will no longer show as an available balance on the paycheck stub.
  - a. All existing employees currently carrying a vacation leave balance shall be able to retain their balance until the hours are utilized or cashed out upon separation pursuant to this policy.
  - b. For the annual cash out of PTO hours, as well as determining the amount of hours to be carried over each year, the vacation leave balance and the PTO balance will be combined only for the purpose of determining the total number of hours available to be cashed out or carried over. Vacation/Sick hours will be utilized first for the purposes of cashing out, up to the maximum of 60 hours allowable by the policy.
  - c. Employees taking time off will need to exhaust their current vacation balance prior to the use of any PTO time being used.
- 2. Employees shall retain their existing sick leave balances and may continue to use sick hours pursuant to the previous policy. The provisions of the previous policy related to sick leave will continue to apply to sick leave utilization and cash out. Employees will no longer accrue sick leave due to the implementation of PTO time; therefore, once the employee has exhausted their current sick leave balance and a zero balance exists, it will no longer

show as an available balance on the paycheck stub.

- a. All existing employees currently carrying a sick leave balance shall be able to retain their balance until the hours are utilized or cashed out upon separation pursuant to this policy
3. All new employees as of October 1, 2022, will accrue only the newly created PTO hours.

**Article 15**  
**LAYOFF AND RECALL**

15.1 Both parties agree that matters involving layoff and/ or recall affecting Officers of the bargaining unit will be conducted in accordance with established Pasco County PPPM and Department Directives, and applicable State and Federal laws.

**Article 16**  
**PERSONNEL AND PUBLIC RECORDS**

16.1 Both parties agree that personnel files of Officers are public record and will be maintained, produced, and / or distributed in accordance with established policies, Civil Service Rules, and applicable public records laws.

16.2 The Employer maintains the right to retain any personnel and/or public record(s) that may be eligible for purge under applicable law or policy for the purpose of criminal, civil, or administrative needs.

16.3 In accordance with established policies and public records law, Officers of the bargaining unit or any other member of the public may request copies, at the applicable per page reimbursement rate, and/or review of eligible personnel or other public records.

16.4 In the event an error or omission is discovered in any personnel or public record, Officers from the bargaining unit shall be afforded the same opportunities set forth by law to notify the Employer of such error or omission, and request further inquiry and/or correction if a determination is made by the Employer that such error or omission is valid. Officers may also attach to the file a concise statement in response to any items that are included in the existing file and identified by the Officer as derogatory, and copies of such items shall be made available to the Officer upon request. The document(s) and/or written statement(s) submitted by the Officer for placement in the Officer's personnel file shall be forwarded through the Officer's chain of command to the Employer's Human Resources Department.



**Article 17**  
**FORMAL INVESTIGATIONS**

17.1 Both parties agree that formal investigations involving allegations of administrative and / or criminal misconduct by Officers will be received, processed, conducted, and completed in accordance with established policies, applicable Career Service Rules, the Police Officer Bill of Rights as described by Florida Statute, and other applicable laws.

17.2 The sole remedy available for an alleged violation of the Police Officer Bill of Rights as described by Florida Statute are the remedies available in F.S.S. 112.534 or other applicable law, and in no event shall an alleged violation of the Police Officer Bill of Rights under Florida Statutes 112.532 and / or 112.533 be subject to the grievance procedures or processes described herein.

17.3 A formal written administrative complaint of misconduct is defined as an accusation or charge accusing a member of the Pasco County Corrections Department of violating a policy, procedure, rule, regulation, or other official directive. This does not include a complainant's misunderstanding or disagreement with the application of law, Pasco County PPPM or Department Directives.

17.4 Upon receipt of a formal administrative complaint, as currently outlined in policy, the investigating supervisor or Professional Standards Unit shall notify the affected Officer(s) in writing of the nature of the complaint and identify all complainants prior to an investigative interview with the named Officer. In cases where advanced notice could jeopardize the investigation, the written notification may be given immediately prior to the investigative interview as permitted by applicable law. Such limited notice shall not be made without cause. Officers shall have the right to be accompanied by counsel or a representative of their choice during any formal investigative interviews. All formal investigative interviews with Officers who are the named subject of a formal investigation shall be audio recorded by the Employer. Nothing contained in this Article shall preclude the Employer from initially speaking with any Officer informally and / or obtaining a written synopsis about an incident involving a complaint to determine if there is any basis to proceed with a formalized investigation subject to the rights

and privileges described herein.

17.5 Allegations of a less serious nature will generally be investigated by the Officer's assigned supervisor. Allegations that require investigation by the Professional Standards Unit are those involving corruption, violation of civil rights, sexual harassment, incidents involving excessive use of force, matters requiring confidential investigation, time-consuming investigations impractical to assign within their respective area, or complaints involving criminal misconduct. Nothing contained in this Article shall preclude the Employer from determining which allegations will be investigated at the supervisor level or by the Professional Standards Unit.

17.6 Formalized administrative investigations shall be completed within the period set forth by law unless an extension is approved by the Employer, upon which time the affected Officer shall be notified in writing of such extension. Extensions of formalized investigations will be made in good faith and shall not be granted without cause.

17.7 Criminal investigations of Officers by the Employer shall only be subject to the provisions set forth by applicable law and/ or the Police Officer Bill of Rights. Nothing contained in this Agreement shall grant any additional privileges, rights, or restrictions to Officers or the Employer during a criminal investigation other than those defined by law. The Employer retains the sole discretion to determine the point at which a formal administrative investigation will begin when the allegations of misconduct against an Officer involve actual or potential criminal acts.

17.8 All formalized administrative investigations will be forwarded to the Chief of Corrections/or designee through the chain of command, for final disposition. Final disposition findings are defined as follows:

1) Sustained: A finding or conclusion that an allegation is supported by a preponderance of evidence.

2) Unfounded: A finding or conclusion that an allegation is demonstrably false.

3) Unsubstantiated: A finding or conclusion that sufficient credible evidence was lacking to prove or disprove the allegation.

4) Exonerated: A finding or conclusion that the incident occurred, but the Officer's actions were lawful and proper.

5) Exonerated Due to Policy Failure: A finding or conclusion that present policy, procedure, rules, or regulations covering the situation were non-existent or inadequate. In all cases involving a finding of Exonerated Due to Policy Failure, the Employer shall initiate a review of the policy in question and draft a recommendation to resolve the failure.

17.9 The Employer retains the right to make the final decision regarding the disposition finding(s) of all formal allegations of misconduct after all administrative due process procedures and processes have been completed. Any Disciplinary action taken as a result of such finding shall be consistent with the guidelines in the County PPM.

## **ARTICLE 18**

### **DISCIPLINE**

18.1 The Employer and the PBA encourage to the fullest degree, employee behavior which is positive and supportive of the goals of effective management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

18.2 No permanent status employees shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. Loss of pay may be considered as part of disciplinary action. Nothing herein shall prevent the Employer from requiring repayment of sums due to the Employer. Disciplinary action may include:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension -- At the discretion of the Chief Correctional Officer and with the concurrence of the Director of Human Resources, employees may have a suspension held in abeyance until the grievance process is concluded.
- D. Demotion
- E. Dismissal
- F. In the event that the Employer plans to establish other progressive or positive discipline programs, the PBA shall be notified and provided an opportunity to discuss the matter.

18.3 Employees will be advised in writing of the basis for any disciplinary action resulting in loss of pay or benefits. An employee shall be furnished a copy of the Disciplinary Action for all suspensions, demotions, or dismissals. The Employer will comply with State law.

18.4 Any officer who is being interrogated under circumstances where the officer could be subject to discipline shall have a right to have a PBA representative present. It is the employee's responsibility to notify the PBA of the request for union representation.

18.5 Employees may review, upon reasonable request, any supporting documentation contained in a disciplinary package after the completion of any investigation of the matter but prior to the pre-disciplinary hearing portion of the investigation. One copy of any of the supporting documentation shall be provided to the employee free of charge upon request. This section shall not apply in cases in which criminal charges are brought against the affected employee as a result of the departmental investigation. Records in such cases must be obtained through the rules of discovery through the State Attorney's Office.

18.6 A member's disciplinary history will be reviewed annually. Counseling and Performance Observation Reports (POR) will not be considered after the member's annual evaluation for purposes of transfers, promotions, or assignment. Written reprimands will not be considered after two (2) years unless a repeat of that violation occurs within that time period for purposes of transfers, promotion, or assignment.

**Article 19**  
**GRIEVANCE PROCEDURES (Contract Disputes)**

19.1 If requested by either party to the grievance, an independent grievance mediation and / or arbitration authority will be selected and utilized as mutually agreed upon by the Employer's and PBA's designated representatives on the Policy/ Safety Review Committee as created and described herein. Nothing in this Article shall preclude the designated representatives of the Committee from selecting and utilizing the same independent grievance mediation and / or arbitration authority for all grievances outside the jurisdiction of or declined by the Career Service Board while this Agreement is in effect.

Prior to requesting arbitration of a grievance, the parties agree to seek voluntary mediation. A mediator shall be selected by mutual agreement of the parties from the Federal Mediation and Conciliation Service (FMCS) or other mediator mutually acceptable to both parties. The parties agree to submit grievances and defenses through the mediation process and attempt, in good faith, to resolve any dispute. If the dispute cannot be resolved through mediation, the PBA or Officer

**GRIEVANCE AND ARBITRATION PROCEDURE**

- A. A grievance shall be defined as an alleged violation or dispute over the interpretation or application of any specific provision(s) of this Agreement.
- B. The term working days shall refer to days Monday through Friday, excluding County Commission designated holidays.
- C. A Member of the bargaining unit, Union Steward on behalf of a bargaining unit member or the Local Union on behalf of a bargaining unit member, may file grievances under this Article. Class grievances are permitted but subject to the following:
  - a. The Union must identify each and every employee member of the affected class.
  - b. If a class grievance is sustained, the remedy sought will only be provided to employees timely identified at Step One and employees not identified at Step One are not entitled to any remedy (relief).
- D. The County, in its sole discretion, may consolidate individual grievances at any step of the grievance process, including arbitration, when the County finds the same general allegations are made and the remedy (relief sought) is common.

- E. If the grievant does not adhere to the grievance procedure time limits set forth below, the grievance shall be untimely and therefore concluded.
- F. If the County does not respond to the grievance within the grievance procedure time limits set forth below, the grievance may be advanced to the next step subject to the time limits provided herein which shall be calculated from the last day for the County's response.
- G. Grievance procedure time limits may only be extended by mutual written agreement. In the event of a timeliness dispute, the only proof of an agreement to extension is a written agreement.
- H. Any grievance presented under this Article shall be in writing on a standardized grievance form approved by the County and shall contain the name and address of the grievant, the nature of the grievance, the acts giving rise to the grievance and specific provisions of this Agreement allegedly violated, and the remedy requested.
- I. Grievance meetings conducted under this Article shall be held at times mutually agreeable to the County and the Union and as much as practicable shall be held during scheduled work hours. The grievant and any other employee(s) whom the County and the Union mutually agree are necessary to the resolution of the grievance shall suffer no loss of pay for scheduled work hours lost while attending grievance meetings; otherwise, the parties shall be responsible for the compensation of their representatives attending the meeting.
- J. When the Union refuses to process a grievance for an employee because of the employee's non-membership in the Union, the employee shall have the right to process a grievance under this Agreement, but cannot require arbitration of the grievance unless the law requires otherwise, in which event, the employee shall have all the rights and assume all the burdens, limitations and obligations, including financial obligations of the Union under this Article and any other Article that may apply to his/her grievance.
- K. Recognizing that grievances should be resolved with as expeditiously as possible, grievances shall be processed as follows:

STEP 1      GRIEVANCE AND MEETING

A grievance shall be filed in writing with the Department Director and copied to the Human Resources Director within ten (10) working days of the occurrence, act or omission that gives rise to the grievance. Grievance's overcompensation or any monetary benefit reflected on an employee's pay stub or pay summary must be brought no later than five (5) days following the issuance of the second paycheck reflecting the alleged error in compensation or error.

Within ten (10) working days after receipt of the written grievance, the Department Head and the Director of Human Resources shall hold a meeting with the grievant, and a Union Steward (or employee if the employee is not represented by the Union). The Department Head or designee shall issue a written response to the grievant within ten (10) workdays of the meeting. The Step 1 response shall contain the reason(s) for the decision and shall be delivered by hand delivery, or by U.S. certified mail, with a copy forwarded to the Union Steward and the Local Union Representative.

## STEP 2 GRIEVANCE HEARING

If the Local Union or the unrepresented employee is not satisfied with the Step 1 disposition by the Department Head or designee, the Union or unrepresented employee may file the grievance with the Assistant County Administrator or designee provided it is filed within twenty (20) working days after receipt of the Step 1 response.

Within ten (10) working days after receipt of the grievance, the Assistant County Administrator (or designee) shall contact the Union's Business Agent to set up a meeting with the Union and the grievant to discuss the grievance. On or before the meeting the Union must file all documents the Union relies on as supporting the grievance. Documents not timely submitted may not be offered in evidence or referred to at an arbitration hearing.

The Assistant County Administrator or designee shall issue a written response within ten (10) working days of the meeting to the Union and the grievant. The County's response shall contain the reason(s) for the decision and shall be delivered by hand delivery, or by U.S. certified mail, with a copy forwarded to the Business Agent.

If the matter can be resolved at this step, no further action will be needed.

## STEP 3 ARBITRATION

If the grievance is not resolved at Step 2, the Union has the right to proceed to Arbitration as follows:

Within thirty (30) working days of the Step 2 response, the Union can initiate arbitration only by submitting a written request for a seven (7) person panel "Metropolitan" list from the Federal Mediation and Conciliation Service (FMCS).

Once the list of seven (7) arbitrators is received by the County and the Union, the parties will alternately strike panel members until only one member remains. The sole remaining panel member shall arbitrate the grievance.

When arbitrability is raised by the County with respect to any grievance, the issue of arbitrability shall be determined by the arbitrator no less than thirty (30) days prior to commencement of an arbitration hearing on the grievance itself. The determination of arbitrability will be resolved by submission of written briefs supported by affidavit. If the arbitrator determines a matter is arbitrable, the arbitration shall proceed but the ruling on arbitrability is not final until incorporated in the arbitrator's final ruling in the arbitration.

The arbitrator's decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to the issue(s) presented by the parties and the decision must be based solely on interpretation of the meaning of the express relevant language of the Agreement.

All fees and expenses of arbitration, including the arbitrator, court reporter, and transcripts,



shall be divided equally between the Union and the County; however, each Party shall fully bear the expense of preparing and presenting its own case, including the cost of lay or expert witnesses and other people it requires to attend the arbitration.

Arbitration hearings shall be conducted in a County designated meeting room in New Port Richey, Florida, or such other location in Pasco County as agreed to by the County and Union. The Union will pay all facility costs if a location requested by the Union other than a County facility is agreed to.

19.2 Nothing contained in this Article shall be construed to prevent Officers from presenting, at any time, their own grievances, in person, by legal counsel, or designated representative, to the Employer and having such grievances adjusted without the intervention of the PBA. (Reserve the right to implement a Complaint Review Board.)

## Article 20

### GRIEVANCE PROCEDURES (DISCIPLINARY ACTIONS)

20.1 The County may suspend, demote, discharge, or take other disciplinary action against employees for cause.

- A. The general principles of “progressive discipline” will be applied by the County, however, progressive discipline has no application to discipline concerning sexual harassment; discriminatory conduct; the use, possession or sale of drugs or alcohol during work hours; safety violations; fighting; or criminal activity.
- B. Discipline is presumed proper (i.e., that just cause is established) when the employee has violated a County or Departmental rule, regulation, order, or performance standard, or when the Employee has engaged in unethical or illegal activities. When appealing discipline, the burden of proof is on the employee to establish that the discipline was without just cause.
- C. Written reprimands and warning letters may not be appealed but the Employee or the Union on the Employee’s behalf may submit a written response to the Human Resources Director provided the response is submitted within ten (10) days of the written reprimand or warning letter. No specific form is required. If a written response is submitted by the Employee, it shall be attached to the written reprimand or warning letter and placed in the Employee’s personnel file after acknowledgement by the employee’s department or division head.

20.2 When an employee believes that disciplinary action was not justified, they may grieve certain levels of disciplinary action (Suspensions, demotions, and terminations) as follows:

Step 1 - An employee must first file the grievance to the Chief Correctional Officer (CCO) within twenty (20) calendar days of the alleged grievance. The CCO will conduct a meeting within twenty (20) calendar days to investigate the facts and will render a written decision within twenty (20) calendar days after the scheduled meeting.

Step 2 - If the grievance is not settled at Step 1, the grievance may be submitted within twenty (20) calendar days of the previous response to the Assistant County Administrator (ACA) or designee who will conduct a meeting within twenty (20) calendar days to Investigate the facts and render a written decision within twenty (20) calendar days after the scheduled meeting.

Steps 1-2 shall not preclude the Union or the County from orally discussing and resolving a grievance. This process is not required for each grievance but may be initiated by either the Union or the County. If a discussion is initiated by either side, the clock will stop for the time parameters outlined above. If a resolution is made during the discussion, a written response shall be made and signed by both the Union and County within five (5) calendar days of the discussion. A copy of the written response shall be provided to the grievant, upon request. The grievance procedure will cease once a resolution has been made. In the event either side determines it will not be resolved through this process, the clock will resume upon written notification to the other party.

Step 3 – If the Grievance is not settled at Step 2, the employee may file an appeal to the Personnel Advisory Board within 10 days of receiving the response from the ACA or designee.

The Personnel Advisory Board may hear appeals in cases involving disciplinary actions of permanent employees who have satisfactorily completed their probationary period. Probationary employees are at will employees and have no rights to appeal disciplinary action.

Employees must follow the appeal procedure of the Personnel Advisory Board (PAB) in order to have a hearing.

- a. The Personnel Board shall set a time and a place for a hearing to be held at the earliest practical date, within 30 days after the receipt of the appeal. The Board shall notify its members, the employee, the department/division head, and the Human Resources Director of the time and place scheduled for the hearing.
- b. Hearings before the Personnel Board shall be conducted informally in accordance with the procedures established by the Board and shall not be bound by formal rules of evidence.
- c. The Personnel Board shall have the power to administer oaths, call witnesses, and may compel the presentation of books, records, and papers pertinent to any investigation or hearing authorized under these Rules and Regulations.
- d. The Personnel Board shall transmit its findings and advisory opinion to the County Administrator within three working days of the completion of the hearing.
- e. The County Administrator shall consider the decision of the PAB and then make a final disciplinary decision.

## **ARTICLE 21**

### **EMPLOYEE ASSISTANCE PROGRAM**

21.1 The Employer will maintain an Employee Assistance Program (EAP) in accordance with established policies, that is designed to be confidential in nature, so that Officers and/or their eligible family members will not be hesitant in seeking help with a problem.

**ARTICLE 22**  
**DRUG FREE WORKPLACE/ DRUG TESTING**

22.1 The Employer will maintain a Drug Free Workplace Program and shall require Officers to participate in random and/or reasonable suspicion drug and/or alcohol testing in accordance with established directives, the PPPM and applicable laws.

22.2 Drugs are defined as alcohol for human consumption in all its forms, all illegal drugs and controlled substances, prescription drugs, and legal non-prescription drugs that alter mood, consciousness, or coordination.

22.3 Reasonable Suspicion Drug Testing is defined as a belief based on objective facts and the rational inferences, which may be drawn from such facts, or based upon direct or reported observations from a credible source that the particular Officer is using or is impaired by drugs or alcohol. Behavioral symptoms indicative of substance abuse or intoxication from drugs or alcohol may include but are not limited to impairment of motor functions, slurred speech, incoherent or irrational mental state, drowsiness, extreme weight loss, red eyes, running nose or sniffing, frequent or extreme mood changes, lack of physical coordination, and odor of alcoholic beverage or marijuana. Deteriorating work performance and/or attendance problems may include but are not limited to frequent absences or tardiness, unexplained absence from work area, frequent or extended visits to the restroom, and deterioration in dress and/or grooming. Other factors for Reasonable Suspicion Drug Testing may include but are not limited to other marked or unexplained changes in personal behavior, any evidence that an Officer has tampered with a drug test, and any evidence that an Officer has used, possessed, sold, solicited, or transferred drugs contrary to law or official directives after employment or appointment. Alcohol testing shall consist of standard blood alcohol determining procedures.

Random Drug Screening is a random or periodic testing program administered by the Employer's Human Resources Unit for sworn personnel. Random "blind" lists of Officers shall be computer generated for drug screening examination. The list shall contain a predetermined number of names that are mathematically random and not subject to arbitrary manipulation or discrimination. The list shall be identified by a control number assigned by the vendor,

Total Compliance Network. The vendor may be changed at the employer's discretion though the PBA shall be notified of any change. The Officers who appear on the random list shall be contacted during their regularly scheduled duty assignment and instructed to immediately respond to the Employer's contracted and licensed provider for testing.

22.4 Any Officer who refuses to submit to an ordered drug/alcohol test or who violates any aspect of the Employer's official directives pertaining to the Drug Free Workplace shall be subject to disciplinary action up to and including dismissal. Probationary Officers found to be in violation of such directives shall be dismissed. Orders for such testing will not be made without cause or outside of the provisions described herein.

22.5 Both parties agree the Employer shall not be held civilly liable for good faith actions based on drug testing results reported to the Employer by the licensed, independent drug- testing provider.

22.6 Any Officer who voluntarily reports a substance abuse problem to the Employer, excluding all drugs not obtained for an originally legitimate medical reason, shall be permitted to use annual leave, holiday leave, sick leave, compensatory leave, or take a personal leave of absence in accordance with the Family Medical Leave Act in order to obtain substance abuse counseling. Such leave requests must also comply with the official directives for accrued and authorized leave.

22.7 Officers shall ascertain the likely effect of prescribed drugs from the prescribing physician before reporting for duty. Officers shall obtain the approval of the Employer before reporting for duty while taking lawfully prescribed medications likely to impair normal physical and mental faculties.

22.8 Any Officer who, in good faith, reports an alleged violation of the Employer's directives pertaining to the Drug Free Workplace shall not be harassed, retaliated against, or discriminated against in any way.

**ARTICLE 23**  
**FITNESS FOR DUTY EVALUATIONS**

23.1 Both parties agree the Employer shall have the ability to refer Officers for Psychological and other Fitness for Duty Evaluations or assessments, with a respective licensed authority selected by the Employer, in accordance with established directives, PPPM, and applicable laws.

23.2 The parties recognize that at various times and for reasonable circumstances the Employer may require a Psychological and/or Fitness for Duty Evaluations by a licensed professional selected by the Employer. In order to ensure confidentiality as provided herein, the Employer shall only seek from its professional their conclusion and/or pertinent information as to whether the Officer is fit for duty. Prior to the evaluation, if the Officer objects to a Fitness for Duty Evaluation due to a reasonable belief that a legitimate conflict exists between the professional and the Officer, the Employer shall arrange for an alternative evaluation to be completed by a different licensed professional selected by the Employer.

23.3 When the Employer reasonably believes that an Officer's ability to perform the duties of his position may be adversely affected due to reasons that may include but are not limited to medical or psychological disorder, use or consumption of alcoholic beverages, use of other drugs, stress, depression, or other events to which the Officer may be exposed, the Employer may require a Psychological or Fitness for Duty Evaluation as described herein.

23.4 Officers who display symptoms of psychological stress or disorder shall be placed on administrative assignment and/or temporary leave with full pay / benefits pending the scheduling and results of the psychological evaluation. Additional changes in an Officer's assignment status may be made by the Employer subsequent to the psychological professional's assessment of the Officer. Officers who have been evaluated as psychologically unfit for duty shall not be permitted to return to duty until cleared for full duty by the psychological professional. In the event an Officer refuses any recommended psychological treatment(s), any administrative

assignment shall immediately terminate, and with the Employer's authorization dismissal proceedings will be initiated in accordance with PPPM and official directives.

23.5 The arrest powers, right to carry weapons, and certificate of appointment shall be suspended for Officers unable to perform their normal duties due to psychological unfitness for duty. Suspension of arrest powers, right to carry weapons, and certificate of appointment shall not apply to Officers assigned to disability leave as a result of a physical medical impairment.

23.6 At all times throughout a concern pertaining to an Officer's psychological fitness for duty as described herein, full confidentiality shall be maintained by all persons with knowledge of a psychological problem or disorder of any Officer. Only persons with a legitimate need to know shall have access to information of a medical / psychological nature of any Officer.

23.7 Officers may be required by the Employer to participate in a Psychological Fitness For Duty Evaluation subsequent to traumatic events that may include but are not limited to an event that results in the shooting, wounding, or killing of a suspect, the wounding or killing of an Officer's co-worker, a motor vehicle crash resulting in death or serious injury, or any isolated incident which causes concern that an Officer may be psychologically impaired from effectively performing their duties.

23.8 Officers may be required to participate in Physical Fitness for Duty Evaluations to detect medical problems that may diminish job performance and/or endanger health. Officers who are members of certain specialty teams and/or units may be required to have annual physical examinations. In all cases, the costs of any required physical examinations shall be paid by the Employer.



## **ARTICLE 24**

### **LEGAL REPRESENTATION BY EMPLOYER'S COUNSEL**

24.1 The Employer may provide the legal defense of any civil claim, except as limited herein, arising out of any alleged act or omission, which occurred or allegedly occurred while the Officer was acting within the course or scope of his duties as a sworn Officer, unless:

- A. The Employer's Chief Legal Counsel has good cause to believe the acts or omissions were manifestly outside the course and scope of the Officer's employment or official duties.
- B. Has good cause to believe the Officer acted with malicious purpose or in bad faith at the time of the alleged act or omission or thereafter, or in a wanton and reckless manner.
- C. Had good cause to believe the Officer was performing services for another employer at the time the incident allegedly occurred.
- D. The civil claim, action, or proceeding, including disciplinary proceedings, was brought by, or at the request of, the Employer or any of the Employer's officials, against the Officer.
- E. The Officer fails to comply with the conditions of his defense as determined by the Employer's counsel and as prescribed herein; or
- F. A final judgment against the Officer includes punitive or exemplary damages, in which case the Employer shall, at the election of the Officer, continue to represent the Officer in all proceedings subsequent to trial. However, should the final judgment include punitive or exemplary damages, the Employer shall not provide indemnification for those damages; nor shall the Employer provide indemnification for the claimant's attorney's fees, which are based solely on an award of punitive or exemplary damages against the Officer.

24.2 The continuing duty of the Employer to defend or indemnify the Officer under this contract shall be conditioned upon:

- A. Delivery by the Officer to the Chief Legal Counsel a written request to provide legal defense together with the original or a copy of any summons, complaint, process, notice, demand, or pleading within seven (7) days after the Officer is served with such document.

- B. The continuing full cooperation of the Officer in the defense of such action or proceeding, and in defense of any action or proceeding against the Employer, based upon the same act or omission, and in the prosecution of any appeal.

24.3 Other than as specified above, the Officer shall be entitled to be represented by the Employer's counsel, unless the County Attorney or Human Resources Director determines prior to, or during the pendency of, a civil lawsuit that a conflict of interest could result, or that it is in the best interests of the Officer, the Employer, or in a case with multiple defendants, any other defendant, that the Officer be represented by counsel other than the County Attorney's Office. In such case, the County Attorney may elect to tender the defense of the Officer to private counsel selected by the County Attorney or Human Resources Director, upon such conditions and attorney's fees as the County Attorney or Human Resources Director deems appropriate in the particular case. In such case, the Employer will pay the reasonable cost of attorney's fees and expenses of the selected private attorney. Any indemnification of an Officer represented by private counsel shall be subject to all limits upon indemnification of an Officer represented by the Employer's counsel.

24.4 The provisions contained herein shall not be construed in any way to impair, alter, limit, modify, abrogate, or restrict any immunity or defense to liability available to the Employer or Officers. The benefits of these provisions shall apply, whether or not the Officer is sued in an individual or representative capacity and whether or not the Officer is still employed by the Employer; provided, the acts of the Officer complained of must have been committed during the course of and as a result of his employment by the Employer.

24.5 An Officer may at any time elect, at his own expense, to be represented by private counsel selected by the Officer in lieu of representation by the Employer's counsel or private counsel selected by the County; however, by electing to be represented by such private counsel, the Officer waives all right to a defense and indemnification by or at the expense of the Employer under this contract.

**Article 25**  
**COURT APPEARANCES**

25.1 Appearances in criminal or civil court, related hearings, depositions, and/ or other required appearances / actions pertaining to the judicial process are a mandatory and necessary duty and responsibility of Officers. Subpoena procedures and court related appearances shall be conducted and documented in accordance with official policies, judicial and / or court orders, and applicable law.

25.2 Officers responding to court related activities as described herein are entitled to compensation in a manner consistent with their respective on-duty or off-duty status and selected compensation method for accrued overtime hours. On-duty work hours shall be defined as any time incurred during the Officer's normally scheduled or adjusted work hours. Off-duty work hours are defined as time other than the Officer's scheduled or adjusted work hours.

25.3 On-duty court related activities shall be compensated at a rate and manner commensurate with the affected Officer's normal compensation and / or overtime rate when applicable. When court related activity is part of the Officer's continuous workday meaning there is no break in the affected work period prior or subsequent to scheduled work hours, the method of compensation shall be considered as part of the Officer's workday and subject to only normal overtime and / or adjusted work hour compensation directives.

25.4 Off-duty court related activities including travel time to and from the location of the appearance shall be compensated at a rate and manner commensurate with the affected Officer's normal compensation rate for adjusted hours and / or overtime rate when applicable. If the time spent on assignment is less than two (2) hours, the officer will be compensated for a minimum of two (2) hours.

## **Article 26**

### **CALL BACK TO ON-DUTY STATUS**

26.1 The Employer has various duties and responsibilities, which may cause a need to place off-duty Officers in reserve or activate them back to an on-duty status for operational and/or administrative needs. Officers shall be subject to placement in a stand-by status, on-call status, and/or recalled for duty from their off-duty status in accordance with official directives. Officers shall promptly report for duty or remain on-duty when assigned to work overtime, special hours, workdays other than those normally scheduled, and/or special shifts or details.

26.2 Stand-by status is a voluntary non-compensated status in which Officers are made aware the Employer may call the Officer back to duty at any time without prior notice via telephone or other methods of direct contact. Officers in a stand-by status shall have no restrictions placed upon their movement in or out of Pasco County or their personal social activities and may effectively use such time for personal use. In the event an off-duty Officer is physically, mentally, or geographically unable to respond to an on-duty status upon notification, there shall be no consideration for disciplinary action unless the Officer refuses to respond without cause. Off-premises waiting time spent in stand-by status shall be uncompensated. When an Officer voluntarily places themselves in a stand-by status and is required to respond for duty, they shall be compensated for their time spent on the assignment. If the time spent on assignment is less than two hours, the Officer will be compensated for a minimum of two (2) hours.

26.3 On-call status is a voluntary non-compensated status in which Officers are made aware the Employer may call the Officer back to work at any time without prior notice via telephone or other methods of direct contact. Officers in an on-call status shall have minimal restrictions placed upon their movement outside of Pasco County or their personal social activities. Officers may not leave the geographical limits of Pasco County or the contiguous counties without supervisor approval and must restrict their personal social

activities to the extent they are fit for duty within one hour upon notification. When an Officer is on-call, they must be available by telephone or other methods of direct contact, and available to respond to an on-duty status within one hour of notification. In the event an off-duty Officer is physically, mentally, or geographically unable to respond to an on-duty status upon notification, the Officer may be subject to disciplinary action. When an Officer is placed in an on-call status and is required to respond for duty, they shall be compensated for their time spent on the assignment. If the time spent on assignment is less than two (2) hours, the Officer will be compensated for a minimum of two (2) hours.

26.4 Officers may also be subject to other notifications to return for duty from an off-duty status during certain circumstances as described in official directives or other specific provisions listed in this Agreement. In all other situations not specifically covered by this Agreement, an Officer who has not voluntarily placed themselves in stand-by or on-call status and has no prior notice of stand-by or on-call status, who is called to duty from an off-duty status shall be compensated from the time of notification and their time spent on assignment. The Officer will be compensated two (2) hours. If an officer is “cold-called”, meaning the officer was not scheduled to work and did not volunteer to be on stand-by, but agrees to work when called, the officer will receive compensation from the time of notification, drive time and time spent on assignment. Note: Time of notification will not exceed two (2) hours.

26.5 Nothing contained in this Article shall preclude the Employer from adjusting the work hours of affected Officers within the same workweek to minimize accrued overtime expenditures in accordance with official directives regarding payroll and overtime.

**Article 27**  
**HOURS OF WORK**

27.1 The Chief Correctional Officer/or designee shall establish the workweek, hours of work and schedules best suited to meet the needs of the Pasco County Corrections Department and provide service to the community. The normal work period consists of eighty-five (85) hours in a fourteen (14) day period. Officers are responsible for attending shift briefings, cleaning of firearms, vehicles, maintenance of uniforms and equipment, etc. Nothing in this Agreement shall be constructed as a guarantee or limitation of the number of hours to be worked per week. The current policy will apply unless amended with notification.

27.2 All members shall be available at all times for the performance of duties beyond the ordinary or normal work period as may be required.

27.3 Exempt employees will earn their straight time hourly rate for hours beyond eighty-five (85) provided they work a minimum of six (6) hours on a shift as follows:

- a. When they are assigned to Housing on a shift other than their own;
- b. Conducting additional duties assigned by their supervisor on their normal scheduled day off (oral boards, instructing, recruiting, etc.)

2. In the event the Chief deems it necessary to activate exempt employees (natural disaster, manmade disaster, etc.), the exempt employee will be compensated pursuant to the Emergency Pay Policy in the Personnel Policy and Procedure Manual.
3. Exempt employees shall have 24 hours of Administrative Leave loaded into a bank each January 1. These hours may be utilized by employees throughout the year.

27.4 Employees who are called out shall be compensated pursuant to current policy.

## Article 28

### TEMPORARY ACTING APPOINTMENTS

Employees who are designated by the Chief Correctional Officer (CCO) to temporarily work at a higher classification for more than three (3) weeks shall be compensated between 5% and 15% above his/her base rate of pay during the temporary period of time. This designation is required by the CCO in order for the additional pay to be initiated and is intended for use when the individual working at the higher classification is expected to do the majority of the responsibilities of the higher position. The additional compensation shall be requested by the Department Director and approved by the Director of Human Resources.

All interim or temporary assignments of this nature should not last more than six (6) months. When the temporary assignment ends, the supplemental payment shall cease.

The Employer shall determine the necessity to begin or end all temporary acting appointments of Officers. Nothing contained in this Article shall preclude the Employer from terminating the temporary acting appointment of any Officer, at any time, based on operational, administrative, and / or disciplinary needs. Such termination of temporary acting appointments shall not be considered a loss of wages or benefits subject to the punitive action procedures described in official policies, Career Service Rules, and / or this Agreement.

**Article 29**

**MEMBER BENEFITS -Retiree Group Health Insurance**

29.1 The pension plan for eligible members of this bargaining unit is provided through the State of Florida Retirement System (FRS) in accordance with terms and provisions contained in Florida Statutes.

29.2 A member of the bargaining unit retiring from service with the County during the term of this collective bargaining agreement, may elect to continue the County’s Health Insurance Plan at his or her own expense. Under those circumstances, the County will offset the single insurance premium for a retiree who has at least 25 years of service with Pasco County in return for the employee paying the amount listed in the table below based on years of service with Pasco County. The rates listed below are for the base plan offered by the County. The County paid offset for health insurance benefits is continued only up to the age at which the retiree becomes eligible for Medicare, at which time the employee may continue to elect health insurance pursuant to law at the full cost of the health care plan

29.3 Pasco Sheriff’s Office employees who transferred to Pasco County Corrections as part of the merger effective on October 1, 2022 may count their time served with Pasco Sheriff’s Office toward the completed years of service with Pasco County to receive this benefit.

29.4 The County reserves the right to change the premiums below during open enrollment each year. Changes will be consistent with normal annual plan changes.

Retiree Insurance Rates:

Completed Years of Service within 30 days	Retiree Premium
30 +	\$150.00/month
29	\$160.00/month
28	\$170.00/month
27	\$180.00/month
26	\$190.00/month
25	\$200.00/month



## **Article 30**

### **ANNUAL AND SUPPLEMENTAL TRAINING**

30.1 The Employer shall provide annual training to Officers in accordance with policies, accreditation requirements, and the guidelines set forth by the Criminal Justice Standards and Training Commission.

30.2 The Employer may provide leadership training for any Officer who is considered for promotion or an elevation in rank. Such training shall be of a type, description, and duration determined by the Employer. The training may be provided by the County or an outside source as on-duty training at the Employer's expense.

#### **30.3 Promotions/Education:**

The Employer and PBA recognize the need for the continued formal education of staff in pursuit of excellence and professional development and growth. Therefore, staff will continue to receive additional consideration and/or matrix points for college credits and/or degrees. The BOCC will provide all members the opportunity for a college reimbursement program as outlined in the Pasco County Personnel Policy and Procedure Manual and Department Policies.

30.4 The Employer shall provide specialized training for any Officer whose position and assignment, as determined by the Employer, requires training beyond the basic corrections training curriculum. Such training shall be of a type, description, and duration determined by the Employer. The training may be provided by the Pasco County Corrections Training Department or an outside source as on-duty training at the Employer's expense.

30.4 Officers may also submit written requests to attend outside training courses offered by other training facilities or entities. Such requests shall be reviewed by the Employer to determine if attendance by the Officer benefits the Employer in a substantive manner. In the event the Employer determines a substantive benefit exists and is justified, the Employer may allow attendance by the Officer in an on or off-duty capacity at the Employer's expense. In the event the Employer determines there is no substantive benefit, the Employer may deny the request or allow the Officer to attend in an off-duty capacity by utilizing PTO and/or at his own expense. Determinations by the Employer for approval of PTO usage by Officers to attend

outside training courses shall be based upon operational and/or administrative needs. Denial of Training is not subject to the grievance process.

### 30.5 Physical Fitness Requirements:

The County and the Union will meet and establish a program for Physical Fitness requirements over the next Eighteen (18) Months.

## **Article 31**

### **WORKERS' COMPENSATION AND LIGHT DUTY**

31.1 The Employer shall maintain a Workers' Compensation Program for Officers who are injured in the line of duty in accordance with official policies and applicable law. Both parties agree that Officers must comply with the reporting, documentation, and processing requirements set forth by such guidelines to be eligible for Workers' Compensation programs.

31.2 If an Officer is unable to perform the essential functions of their regularly assigned duties due to a temporary physical or mental impairment as determined by a licensed physician or other competent medical authority, the Officer may be authorized by the Employer to temporarily work in an administrative assignment referred to as Temporary Duty as outlined in policy and consistent with Chapter 440 , Florida Statutes.

31.3 In lieu of accepting a temporary duty assignment, members may use accrued Annual, Sick, or PTO leave for absences related to an on-duty illness or injury for up to 30 calendar days during the time period that medical restrictions or limitations prevent a member from performing their normally assigned duties. After 30 calendar days, the member may request to continue to use accrued leave, if available; however, it will be the County's sole discretion whether to continue to allow the use of leave or have the employee return to a light duty assignment.

31.4 The work-related duties assigned to an Officer in a Temporary Duty status, shall not conflict with any medical restrictions ordered by a respective medical authority. All designations of Officers to a Temporary Duty status require their assigned work-related duties to be in a different classification description than their full-time classification description. Officers who are placed in a Temporary Duty status shall be assigned by the Chief Correctional Officer/or designee in consultation with Human Resources.

31.5 If an Officer is unable to perform the essential job functions of their regularly assigned duties due to a personal injury which is not duty related, as determined by competent medical authority, with the approval of the Employer and Human Resources, the Officer may request to be reassigned to a non-certified position within Pasco County Government. Such

assignment must meet any restrictions outlined by competent medical authority. If available, the non-certified assignment will be temporary and at a non-certified rate of pay consistent with the assignment, - and must follow county policy.

31.6 While assigned to a Temporary Duty status, Officers shall not perform sworn duties, wear the Employer's official uniforms, drive Pasco County vehicles without permission from the supervisor in charge of the Temporary Duty assignment, or participate in paid off-duty or overtime details. Officers placed in Temporary Duty status shall wear appropriate civilian attire in accordance with official policies.

31.7 While on Workers' Compensation, an Officer may not accrue PTO during the time the Officer is on temporary total disability from a service-related injury.

**Article 32**  
**DEPARTMENT RESIDENCY REQUIREMENTS**

Officers are required to live and maintain their primary residence in Pasco County, or one of the following counties: Citrus; Hernando; Hillsborough; Lake; Pinellas; Polk, or Sumter.

**Article 33**  
**WAGES**

33.1 Salary/Education Incentive:

The County will pay to employees the current FDLE education incentives funded by the State of Florida. These “pass throughs” will continue to be paid pursuant to current policy/procedure.

Additionally, employees who possess a college degree shall receive a monthly degree incentive of \$75 for an Associate’s Degree, \$150 for a Bachelor’s Degree and \$200 for a Master’s Degree, so long as they provide proof of their degree to Human Resources. Employees may only receive one (1) degree incentive.

33.2 Language Incentive: Officers are eligible for the language incentive consistent with County policy. (Currently \$520 annually) Employees will begin to receive the language incentive once the appropriate form is completed and received by the Human Resources department to be processed.

33.3 Shift Differential: Officers working the night shift between the hours of 1800-0600 hours will receive a \$25 per night stipend for each night shift that they work at least six (6) hours. This will include officers bidding for and/or working overtime during these specified hours.

33.4 Retention Bonus-All Officers who transition to the BOCC /Pasco County Corrections on October 1, 2022, will receive \$1000 the first pay period under county operations. Additionally, officers who are still employed the first full pay period of October 2023 will receive an additional \$2000 lump sum the second pay period of October 2023. Any member who resigns or is terminated within 6 months of receiving

the retention bonus will be required to reimburse the Employer on a pro-rated basis.

33.5 Retention Pay - All certified officers may receive an additional \$100 per pay period in retention pay by signing a retention agreement with Pasco County. The County may discontinue retention pay pursuant to the individual agreements in the case of a financial hardship or a change in the labor market; however, retention pay will continue for the duration of this contract (9/30/2025).

33.6 - Employees will be placed in the 2022-2023 Step Plan based on their years of service. (Initial placements will be based on Current placement in the current step plan and will be agreed to by the County and the Union via a signed spreadsheet). All eligible employees will move up one step on the first pay period of the month of their anniversary date. The Anniversary date is the date the employee last became employed as a sworn corrections officer.

All future pay increases will be subject to negotiations by both parties. A reopener will be scheduled no later than March 2023 to discuss pay increases for the upcoming year.

#### WAGE INCREASES LIMITED TO TERM OF AGREEMENT

There are no step movements or other base wage increases except as provided in this Agreement. No employee will receive a step increase or other base wage adjustment after the final day of this Agreement (9/30/25), except increases arising from Promotions to a higher rank, unless the increase is negotiated and ratified in a successor agreement or Addendum to this Agreement.

## **ARTICLE 34**

### **CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES**

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

If federal or state mandates regarding employees covered by this Agreement, become effective during the term of this Agreement, either party can request to reopen the applicable portions of this Agreement.



**ARTICLE 35**  
**DURATION, MODIFICATION, AND TERMINATION**

This Agreement will be effective upon ratification by the bargaining unit employees and approval of the Board of County Commissioners and will remain in full force and effect through the 30<sup>th</sup> day of September 2025.

At least ninety days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend or terminate this Agreement. Failure to notify the other party of intention to modify, amend, or terminate, as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one year, and each year thereafter absent notification.

**AGREEMENT BY AUTHORIZED REPRESENTATIVES**


By affixing their signatures below, the authorized representatives from BOCC/Pasco County Corrections Department and the West Central Police Benevolent Association, Incorporated, agree to the terms and conditions of the provisions set forth herein on behalf of their respective organizations.

IN WITNESS THEREOF, the parties have set their signatures **this** day of

SIGNATURE PAGE


IN WITNESS THEREOF, the parties have set their signatures this day 21<sup>st</sup> of March 2023.

PASCO COUNTY:

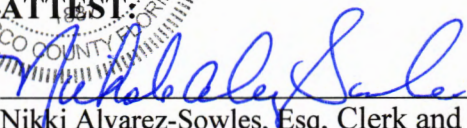
  
\_\_\_\_\_  
Michael Carballa  
County Administrator

03-21-2023  
Date

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS:

  
  
\_\_\_\_\_  
Jack Mariano  
Chairman of the Board of County Commissioners

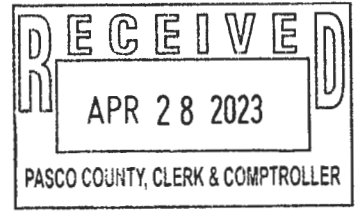
APPROVED  
IN SESSION  
MAR 21 2023  
Date PASCO COUNTY  
BCC

ATTEST:  
  
\_\_\_\_\_  
Nikki Alvarez-Sowles, Esq, Clerk and Comptroller

WEST CENTRAL POLICE BENEVOLENT ASSOCIATION, INCORPORATED

  
\_\_\_\_\_  
Jim Diamond  
Police Benevolent Association

3-21-2023  
Date



C14