

Collective Bargaining Agreement

Between

Leon County Police Benevolent Association

A Chapter of the
Florida Police Benevolent Association



and the

Leon County Sheriff's Office



Deputy's Collective Bargaining Agreement

October 1st, 2022 through September 30th, 2025

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AGREEMENT

This Agreement is between the Sheriff of Leon County (hereinafter referred to as the “Sheriff”, “LCSO”, or “the Sheriff’s Office”), and the Leon County Deputies Collective Bargaining Unit. (hereinafter referred to as “the Association” or “the PBA”).

PREAMBLE

Whereas, it is recognized by the parties hereto that the declared public policy of the Sheriff and the purpose of Florida Statutes (FS), Chapter 447, Part II, is to provide statutory implementation of the Constitution of the State of Florida, Article 1 , Section 6, and to promote harmonious and cooperative relationships between the Sheriff and his employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the Sheriff; and whereas, it is the intention of the parties of this agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and whereas, the above language is a statement of intent and, therefore, not the subject to the grievance procedure as outlined in Article 23.

Now, therefore, in consideration of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE 1 RECOGNITION

- 1.1. The Sheriff hereby recognizes the Leon County Sheriff’s Deputy’s Chapter of the Florida Police Benevolent Association, Inc. (PBA), as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit.
- 1.2. The bargaining unit for which this recognition is accorded is as defined in the Certification issued by the Florida Public Employees Relations Commission on January 21, 2021, and includes all sworn Deputy Sheriffs in the Leon County Sheriff’s Office with the rank of Deputy Sheriff (including those classified as Detectives), specifically excluding internal affairs detectives, any sworn deputy sheriff Public Information Officer, and all other employees both sworn and unsworn, in the Sheriff’s Office, managerial employees, reserve officers, confidential employees, and all other employees of the Leon County Sheriff’s Office.

**ARTICLE 2
NO STRIKE**

2.1 - No Strike Agreement

Neither the Association nor any of its employees or agents nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in Section 447.203(6) or 447.505, Florida Statutes 2021.

2.2 - Penalty

Any or all employees who violate any provision of this law prohibiting strikes or of this Article will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the Sheriff shall not be subject to the Grievance Procedure established herein.

**ARTICLE 3
NO DISCRIMINATION/ HARASSMENT/ AND RETALIATION**

- 3.1 Neither the Sheriff nor the Association will discriminate or interfere whatsoever with or tolerate any discrimination or interference by any of its respective members with the right of any employee covered by this Agreement to belong or not belong to the Association, nor for engaging in any authorized or protected activity on behalf of or against the Association.
- 3.2 Neither the Sheriff nor the Association shall discriminate or tolerate any discrimination by any of its members against any person on the basis of that person's legally protected characteristic, specifically including a person's age, race, creed, color, national origin, sex, gender, disability, religion, marital status, veteran's status, sexual orientation, gender identity, or any other protected characteristic legislated by State or Federal law.
- 3.3 Neither the Sheriff nor the Association shall create, maintain, foster, or tolerate any of its members engaging in any harassment, bullying, or any action which creates or contributes to the existence of a hostile work environment based on any one or more of the characteristics or circumstances set forth in this Article.
- 3.4 Neither the Sheriff nor the Association shall retaliate against any person who has engaged in any legally protected activity, as defined by State or Federal law or decisional case law interpreting such laws. Such protected activity shall include, but not be limited to, a person: opposing any discriminatory practice by filing a grievance or other form of complaint; disclosing any violation of law, rule, or regulation, by an employee or agent of the Sheriff or an independent contractor of the Sheriff which creates and presents a substantial and specific danger to the public's health, safety, or welfare; disclosing any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of the Sheriff or an independent contractor of the Sheriff; or petitioning for any benefits due to any

on-the-job injury; or for testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing related to any such opposition or disclosure.

- 3.5 The Parties acknowledge and recognize that the Sheriff maintains an internal procedure to investigate allegations of discrimination, harassment, and retaliation, as well as allegations of violations of the Florida Public Whistle-blower's Act, which is in addition to existing procedures established by the State of Florida and the federal government. Accordingly, the Parties agree that any allegations of employment discrimination, harassment or retaliation, or violations of the Florida Public Whistle-blower Act, prohibited by this Article shall be governed and processed through the Sheriff's internal procedure and/or the grievance procedure contained within this Agreement.

Nothing in this article prevents a member from exercising their rights guaranteed by F.S. 112.3189-31895.

ARTICLE 4 DUES CHECKOFF

4.1 Deductions

- (A) The Sheriff agrees to deduct Association membership dues and unit-wide assessments, if any, in an amount established by the Association and certified in writing by the President of the Association or his/her designee from the pay of those employees in the bargaining unit who individually make such request on a written check-off authorization form provided by the Association (Appendix C). Such deductions will be made by the Sheriff when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the Sheriff.
- (B) The Association shall advise the Sheriff of any unit-wide assessment or increase in dues in writing at least thirty (30) days prior to its effective date in the manner set forth in paragraph (A), above.
- (C) This Article applies only to the deduction of membership dues and unit-wide assessments, if any, and shall not allow the deduction of any fines, penalties, or special assessments.

4.2 Remittance

Deductions of dues and unit-wide assessments, if any, shall be remitted exclusively to the President of the Association or his/her designee, by the Sheriff on a monthly cycle along with a list containing the names and identification numbers of the employees for whom the remittance is made.

4.3 Insufficient Pay for Deduction

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues and any unit-wide assessments, it will be the responsibility of the Association to collect its dues and unit-wide assessments for that pay period directly from the employee.

4.4 Termination of Deduction

Deductions for Association dues and/or unit-wide assessments shall continue until such deductions are:

(A) revoked by the employee by providing the Sheriff and the Association with thirty (30) days written notice that the employee is terminating the prior check-off authorization;

(B) revoked pursuant to Section 447.507, Florida Statutes;

(C) canceled by virtue of the termination of the employee's employment.

In the event these deductions continue after any of the above situations occur, the Association shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

4.5 Indemnification

The Association shall indemnify, defend and hold the Sheriff, its officers, officials, agents and employees, harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Sheriff, its officials, agents, and employees in complying with this Article. The Association shall promptly refund to the Sheriff any funds received in accordance with this Article which are in excess of the amount of dues and/or unit-wide assessments which the Sheriff has agreed to deduct.

4.6 Dues Check-off Authorization Form

(A) The Dues Check-off Authorization Form (Appendix B) supplied by the Association shall be the only form used by bargaining unit members who wish to initiate dues deduction and shall contain all the information required by the form prior to submission to the Sheriff. Any change in this form will not affect deductions authorized by forms that the parties have previously agreed to.

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

ARTICLE 5 ASSOCIATION BUSINESS

5.1 Leave for Association Business

Members of the bargaining unit who are officials of the Association shall be granted time off for Association business when the absence does not interfere with the operation of the Sheriff's Office. Requests for such time off shall be submitted for approval to the Sheriff or his designee. Such request must include authorization from the Association Chapter President, or their designee if the absence is to be covered from the Association Time Pool.

5.2 PBA Time Pool

Effective October 1st, 2022, the Sheriff will establish a PBA Pool Time bank containing 240 hours for use outline in Section 5.1 above at no charge to any bargaining unit member. Each October 1, the Sheriff will reset the balance of the PBA Pool Bank to 240 hours. Example: If the balance of the PBA Pool Bank on September 30th is 0 hours, the Sheriff will deposit 240 hours on October 1. If the balance of the PBA Pool Bank on September 30th is 120 hours, the Sheriff will deposit 120 hours to bring the balance back to 240 hours.

5.3 Charges Against Association Time Pool

Association officials who are members of the bargaining unit and who have been authorized in writing by the Association Chapter President may charge their absences for Association business to the Association Time Pool without loss of straight time pay or benefits. Absences of thirty (30) minutes or less shall not be charged against the Association Time Pool and will be granted Association officials without loss of straight time pay or benefits.

5.4 PBA Business

PBA representatives shall have the right to request time off from the Association Time Pool for the purpose of conducting PBA business including grievance hearings, contract negotiations, conferences, other Association Business, legislative body meetings regarding the resolution of collective bargaining impasse procedures and arbitrations, provided, however, that not more than three (3) such representatives shall have the right to receive such permission at any one time and provided, further, that the PBA gives the Sheriff at least twenty-four (24) hours advance notice, if possible, of the time desired off. Such requests shall be submitted to the Sheriff and shall not be unreasonably denied. It is understood, however, that an employee may not request a PBA representative who is within that employee's direct chain of command, and that an employee will not be removed from duty to serve as a PBA representative when other equally qualified representatives who are not on duty are available.

ARTICLE 6
ASSOCIATION COMMUNICATIONS

6.1 Bulletin Boards

The Sheriff agrees to furnish wall space not to exceed 36" x 48" for up to four (4) PBA-purchased, glass-enclosed bulletin boards to be located in the hallway outside the employee break room, the check-off room, the Criminal Investigations unit, and the Special Operations unit. The Sheriff agrees to allow the LCD PBA President to email bargaining unit members at their work email addresses. The Association bulletin board and the LCD PBA President email account shall be only used for the following notices:

- (a) Recreational and social affairs of the Association
- (b) Association meetings
- (c) Association elections
- (d) Reports of Association committees
- (e) Association benefit program
- (f) Correspondence between the PBA Board and LCSO Command Staff

Notices shall not contain anything political or controversial, or anything reflecting adversely on the County, Sheriff or any of its employees, and no material, notices or announcements which violate the provisions of this Article shall be posted.

Notices submitted for posting on the Association bulletin board must be dated and bear the signature of the Association President or his authorized representative.

6.2 Communications

No less than three (3) times per year, the Sheriff's Office will provide up to fifteen (15) minutes per check-on to the Association for notices and communications with employees, provided that the notices and communications comply with Section 6.1 above and do not result in extended shifts and overtime payments. Requests to address check-on will be made to the respective Division Captain at least twenty-four (24) hours in advance. Attendance by Association representatives will not be considered on-duty time for compensation purposes.

ARTICLE 7
RESIDENCY REQUIREMENT

A bargaining unit member must reside in Leon County or one of the counties which is contiguous to Leon County, specifically the counties of Gadsden, Jefferson, Liberty or Wakulla.

ARTICLE 8
EMPLOYEE DRESS CODE AND UNIFORM REGULATIONS

The members of the bargaining unit agree to comply with the regulations set forth in the General Order 109, effective July 29th, 2021, regarding uniform and appearance.

ARTICLE 9
SAFETY

9.1 Vehicle Safety

Vehicles and vessels issued to employees shall be maintained in safe operating condition by the Sheriff.

9.2 Firearms Safety

In order to promote safety in the use of firearms by employees each employee is allowed to fire his weapon in an approved Standards and Training Course at least once every six months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

9.3 Standard Vehicle Equipment

(A) All marked patrol vehicles shall incorporate standard police packages, as determined by the Fleet Director.

9.4 Safety & Recommendation Committee

The parties agree that a member of the bargaining unit, appointed by the Leon County PBA President shall be provided a seat on the Sheriff's committee overseen by the Training Bureau. This committee is responsible for making recommendations to the Sheriff for training and purchases.

ARTICLE 10
ADDITIONAL LEAVE

10.1 Administrative Leave:

a. Administrative leave shall consist of any authorized leave of absence with pay, not chargeable against a member's leave credits.

b. Administrative leave may be granted by the Sheriff or designee, for job related purposes not paid for or provided by Sheriff's Office policy, when such leave is deemed to benefit the operations

of the Sheriff's Office.

10.2 Bereavement Leave:

- a. In the event there is a death in a member's immediate family, the member is eligible to be granted bereavement leave up to twenty-four (24) hours, subject to the supervisor's approval and related circumstances. Bereavement leave will not be charged against any accrued leave.
- b. When requesting bereavement leave, the request shall be submitted to the member's supervisor in verbal or electronic form.
- c. A supervisor may request a member present confirmation of any information or arraignments pursuant the death of an immediate family member for which bereavement leave is requested.

10.3 Compensatory Leave:

- a. Compensatory leave shall be taken before Annual Leave is granted to a member.
- b. Members who accrue compensatory time shall use such time within thirty (30) days of earning the compensatory time unless an extraordinary and reasonable circumstance requires an extension. The member may request in writing to extend the period to use the compensatory time up to 180 days. The request will be to their Division Chief through the member's chain of command. The decision of the Division Chief is final and is not subject to the grievance policy or further appeal. Members who work more than fifteen (15) hours of overtime may elect at their discretion to receive compensatory time at 1.5 hours per hour of overtime worked in lieu of receiving overtime above fifteen (15) hours.
- c. When requesting to use compensatory leave, a member shall submit a request in electronic form in the same manner as annual leave.
- d. Members shall submit compensatory leave requests in the same manner as annual leave requests.
- e. Inconvenience, including the impact of staffing, shall not prevent a member from taking comprehensive time.

10.4 Leave Without Pay:

- a. Leave without pay (LWOP) may be granted to members but only when it is in the best interest of the Sheriff's Office.
- b. Direct supervisors of members who are on authorized LWOP shall ensure work or time records accurately reflect the member's status during the approved absence.

- c. LWOP requests for an absence greater than forty (40) hours in a pay period shall require the approval of the Sheriff or designee in advance.
- d. LWOP requests for an absence of forty (40) hours or less in a pay period shall require the approval of the member's Department Chief or Director in advance.
- e. The memorandum approved in writing shall be forwarded to Human Resources before the effective date of the absence for appropriate processing and notification.
- f. Members may be granted leave without pay for the following reasons:
 - 1) Educational pursuit;
 - 2) Military service; and
 - 3) Extenuating and extraordinary personal reasons.
- g. When requesting leave without pay, the request shall be made by memorandum to the Sheriff, appropriate Assistant Sheriff, or Chief of Staff explaining the need for the requested leave, the term of the absence, and the effective date.
- h. Approved leave does not constitute a break in the continuity of service; however, no annual or sick leave will be accrued during the leave period. At the expiration of the leave period, the member's return to a duty position will be dependent upon the staffing requirements of the office.

10.5 Personal Holiday Leave:

- a. Upon completion of one (1) year of service and each anniversary date thereafter members shall receive twenty-four (24) hours of personal holiday leave.
- b. Personal holiday leave is not accumulated and will be lost if not used within one year.
- c. Personal holiday leave may be taken by a member at any time during the year upon approval of the member's supervisor. Members shall submit personal leave requests in the same manner as annual leave requests.

10.6 Terminal Leave:

- a. A member may use Annual Leave and complete active service prior to ending employment with the Sheriff's Office, upon approval of the Sheriff or designee. The member would be granted terminal leave for this period of time before separation. The criteria for the terminal leave program are as follows:
 - 1) The member must be a DROP participant, have received an annual leave payout, and have reached their last year of employment.

- 2) A member participating in the DROP may use at a rate of 1.00 for up to 500 hours Sick Leave accumulated immediately prior to the end of employment.

ARTICLE 11 ANNUAL LEAVE

11.1 Each full-time member shall be entitled to accrue Annual Leave in accordance with this section. Annual leave is provided for the purpose of enabling members to take care of personal matters which may arise.

11.2 Sworn/Certified Members Employed Prior to 7/1/08:

Accrual of Annual Leave will be based on the total years of law enforcement or corrections service with any agency and/or any other Leon County Government entity.

11.3 Sworn/Certified Members Employed on or After 7/1/08:

Accrual of Annual Leave will be based on the total years of law enforcement or corrections service with the Leon County Sheriff's Office and any other Leon County Government entity.

11.4 Accrual of annual leave shall be as follows:

- a) 3.75 hours bi-weekly for the first five (5) years of service.
- b) 4.75 hours bi-weekly upon the completion of five (5) years of service.
- c) 5.75 hours bi-weekly upon the completion of ten (10) years of service.
- d) 6.50 hours bi-weekly upon the completion of fifteen (15) years of service.
- e) 7.50 hours bi-weekly upon the completion of twenty (20) years of service.
- f) Effective October 1, 2019, DROP (Deferred Retirement Option Program) participants entering the program shall accrue annual leave at the rate of 3.75 hours per pay period.
- g) Members, who are re-employed after retiring and separating from this agency, will accrue Annual Leave based on their current term of service.

11.5 Annual leave balance limits:

- a) 240 hours for the first ten (10) years of service for Career Service members.
- b) 360 hours upon the completion of ten (10) years of service for Career Service members.
- c) 500 hours upon the completion of twenty (20) years of service.

d) Effective October 1, 2019, DROP (Deferred Retirement Option Program) participants entering the program shall be limited to an annual leave balance of 240 hours.

e) A member's total annual leave may exceed these limits during a calendar year but will be reduced to the limit on the first pay period of the fiscal year (October 1) if not taken by the member prior to that date. -Any annual leave balances in excess of the authorized limits outlined in this Section shall be transferred to their sick leave on an hour-for-hour basis.

11.6 Requesting Annual Leave: Earned annual leave may be used on a current basis subject to approval by the member's supervisor. Requests for annual leave shall be submitted in electronic form.

11.7 Leave Request Schedule: Request for leave shall be submitted prior to the commencement in accordance with the following schedule, except in times of unforeseen circumstances:

a) Leave for three (3) days or less must be submitted at least twenty-four (24) hours prior to the commencement of leave.

b) Leave for more than (3) days must be submitted at least fourteen (14) calendar days prior. Supervisors will review and approve or deny a member's leave request within fourteen (14) calendar days of notification from the bargaining unit employee to the supervisor assigned to approve or deny their leave.

11.8 Annual Leave at Separation: Members who have reached permanent status that separate from employment, shall be paid for all accrued annual leave in accordance with the following subsections. This includes members who enter the Deferred Option Retirement Program (DROP).

a) Members separating with one (1) to ten (10) years of service shall be paid all accrued annual leave not to exceed 240 hours;

b) Members separating with over ten (10) but less than twenty (20) years of service shall be paid all accrued annual leave not to exceed 360 hours;

c) Members separating with over twenty (20) years of service shall be paid all accrued annual leave not to exceed 500 hours.

d) At the time of final separation, after a member concludes DROP, the member shall not be paid for unused accrued annual leave hours; however, the bargaining unit member shall be allowed to burn all accrued annual leave hours prior to separation. If the Sheriff determines that the member is not authorized to utilize their annual leave prior to separation, the Sheriff will pay the bargaining unit employee for all accrued annual leave at separation in accordance with this article.

ARTICLE 12
MILITARY LEAVE

12.1 A member who is also a member of the Florida National Guard or a member of a United States armed forces reserve component, is entitled to a leave of absence with pay from assigned duties on all days during which the member is engaged in training and/or activities ordered under the provisions by an appropriate authority.

a. A member will be entitled to two hundred and forty (240) working hours of leave with pay in any one annual period for reserve or national guard duty. In addition, if members are called to active duty they will be eligible for 30 days of paid leave per fiscal year per activation;

b. If the training day(s) does not fall on a member's regular workday, the member will not be granted military leave for days preceding or following military training days except when the member must travel over two (2) hours to the training location; and

c. The member must notify his/her supervisor within forty-eight (48) hours of receiving official orders or appropriate military certification. The order or certification may be in verbal or written form for notification purposes. The member must provide a written copy as soon as possible.

d. If the member wishes to voluntarily participate in additional military drills or training after exhausting military leave, the member may utilize accrued leave or request leave without pay.

f. Upon knowledge of a member ordered to active duty, the member's supervisor shall instruct the member to contact the Human Resources (HR) Section for a check-out appointment. This appointment is required prior to the member taking the leave. During this appointment, the member will provide the Human Resources Section with a copy of the military orders. In addition, electronic timesheets will be completed by the member with guidance from an HR member and forwarded to Payroll in the Fiscal Operations Section for processing.

g. A member who is ordered to active military action shall receive all pay and benefits as authorized by Florida Statutes and/or by Federal regulations.

h. A member ordered to active duty for a period of greater than thirty (30) days shall return agency-issued equipment as determined by that member's Chief.

12.2 Health Insurance:

a. For the first 24 months after recall to active duty, the Sheriff's Office will continue to pay the employer portion for members who desire to continue receiving health insurance benefits through the Sheriff's Office.

b. The member must continue to pay their portion of the cost for insurance. The member may utilize accrued compensatory time, annual leave, and sick leave, to pay for the member contribution, or the member may pay their contribution by check. The member must notify Human Resources of their election.

c. After the 24th month following recall to active duty, the Sheriff's Office will not pay the employer contribution for health insurance. If the member requests to continue health insurance, the member will have to pay the full cost.

d. If the member decides to "opt-out" of agency health insurance because they are receiving health insurance through the armed forces, the member will receive "opt-out" money for declining insurance in the same manner as any other member, for the first 24 months of active duty.

12.3 Other Fringe Benefits: Members who desire to continue other fringe benefits (such as vision, dental, etc.) must inform Human Resources of their intention, and make arrangements to pay for the benefits, in the same manner they would pay for health insurance benefits. It is the member's responsibility to determine if the benefit carrier will continue to cover the member while on active duty.

12.4 Leave Accrual: For the first thirty (30) days following recall to active duty, the member will continue to accrue annual and sick leave at the same rates as set forth in this directive. After thirty (30) days, the member will not accrue leave.

12.5 Salary and Service Time: The member will continue to accrue service time. Military service will not be determined to be a break in service. Upon return to employment from active duty, the member will receive the same pay raise, cost-of-living, STEP increases, and increased leave accrual rates they would have received had they been at the Sheriff's Office when such were awarded.

a. Upon release from active duty, a member shall contact the Human Resources Section within 48 hours to discuss a return-to-work date.

b. In accordance with State and Federal Statutes, a member is required to report back to work within the following timeframe upon release from active duty:

- 1) 1 - 30 days of service – next scheduled workday;
- 2) 31 - 180 days of service – within 14 days of completion of service; or
- 3) 181 + days of service – within 90 days of completion of service.

c. Upon release from active duty, members shall receive any and all reemployment rights as authorized by Florida Statutes and/or by Federal regulations.

ARTICLE 13 SICK LEAVE

13.1 Earning and Accumulation of Sick Leave

Each member of the bargaining unit, upon date of hire, shall be entitled to accrue sick leave at a rate of 3.75 hours bi-weekly. Sick leave may be accumulated without limits for the entire period of employment.

13.2 New Member Sick Leave Transfer

The Sheriff will only accept transferred Sick Leave if the leave being transferred was earned by the bargaining unit member while employed by another department of Leon County government.

a) At the time of initial employment, a bargaining unit member may, at the discretion of the Sheriff, transfer up to 500 hours of sick leave. Once transferred, such sick leave will be considered as if it had been earned while the person was a member of the bargaining unit.

b) Prior to accepting the transfer of any sick leave under this Section, a bargaining unit member who wishes to transfer sick leave must provide official documentation from his/her previous employer, which the Sheriff will verify.

13.3 Use of Sick Leave

Sick leave may be requested by a bargaining unit member for the following reasons:

- a) Illness or injury preventing the member from performing assigned duties;
- b) Medical, dental, or optical consultation or treatment;
- c) Illness or injury of a member's immediate family living in the member's household; or
- d) Any FMLA qualifying event.

13.4 Notification and Requests for Sick Leave

With the exception of an unforeseen emergency, a bargaining unit member shall notify his/her supervisor as far in advance as possible of any health-related issue which interferes with that member timely reporting for duty. At the very least, such notice should be given at least two (2) hours before the beginning of a workday or shift, as the case may be. Notification shall be made to the bargaining unit member's immediate supervisor. In the event a bargaining unit member is unable to confirm that his/her immediate supervisor received such notice, the member shall contact the person assigned to the next level of supervision in the chain of command and shall continue to move within the chain of command until such notification has been received by the Sheriff.

13.5 Verification of Sick Leave

a) A supervisor may, at his/her discretion require a bargaining unit member to submit written documentation from a health care professional supporting and/or verifying the member's use of sick leave.

b) A bargaining unit member who uses three or more consecutive workdays of sick leave may be required to provide timely written documentation from a health care professional supporting and/or verifying the member's use of that health care professional and/or documenting a medical problem.

13.6 Sick Leave Reinstatement

If a bargaining unit member is reinstated or re-employed within twelve (12) months of separation, the member shall be credited with the sick leave accrued during his/her previous employment with the Sheriff for which the member did not receive payment. The bargaining unit member may not, however, sell the reinstated balance upon any subsequent separation. If reinstatement occurs after twelve (12) months, any balances of sick leave previously accrued and unpaid will be forfeited.

13.7 When Earned Sick Leave is Exhausted

When a bargaining unit member exhaust all accumulated sick leave, the member may, with the approval of the Sheriff, use as a substitute:

a) All other accrued leave;

b) Donated sick leave (as set forth in the Sheriff's General Orders and/or personnel policies and procedures.

13.8 Sick Leave at Separation

A bargaining unit member who separates from employment shall be paid for his/her accrued sick leave at his/her current rate of pay based upon the following:

a) A member who separates with over five (5) years of service shall receive 25% of his/her total accrued sick leave.

b) A member retiring under the Florida Retirement System who has twenty (20) or more years of service with the Leon County Sheriff's Office shall receive 50% of his/her total accrued sick leave.

c) A member whose separation is due to death shall receive 75% of his/her total accrued sick leave, payable to his/her estate; provided, however, that if the member's death is due to the member acting in a criminal, reckless or negligent manner, the member's estate shall receive no payment.

d) A member whose separation is due to death in the line of duty shall receive 100% of his/her total accrued sick leave, payable to his/her estate.

e) When a unit member is terminated, or resigns in lieu of termination, for a sustained finding of a commission of a specified offense as enumerated in Section 112.3173(2)(e)(1-7) Florida Statutes, the Sheriff has the discretion to deny the unit member payout of accumulated sick leave.

The specified offenses are defined by statute as:

1. The committing, aiding, or abetting of an embezzlement of public funds;
2. The committing, aiding, or abetting of any theft by a public officer or employee from his or her employer;
3. Bribery in connection with the employment of a public officer or employee;
4. Any felony specified in chapter 838, except ss. 838.15 and 838.16;
5. The committing of an impeachable offense;
6. The committing of any felony by a public officer or employee who, willfully and with intent to defraud the public or the public agency for which the public officer or employee acts or in which he or she is employed of the right to receive the faithful performance of his or her duty as a public officer or employee, realizes or obtains, or attempts to realize or obtain, a profit, gain, or advantage for himself or herself or for some other person through the use or attempted use of the power, rights, privileges, duties, or position of his or her public office or employment position;
7. The committing on or after October 1, 2008, of any felony defined in s. 800.04 against a victim younger than 16 years of age, or any felony defined in chapter 794 against a victim younger than 18 years of age, by a public officer or employee through the use or attempted use of power, rights, privileges, duties, or position of his or her public office or employment position.
8. Limited specific violations of Florida Administrative Code 11B-27.0011 as outlined below:
 - a. The perpetration by an officer of an act that would constitute any felony offense, whether criminally prosecuted or not.
 - b. The perpetration of an act in any jurisdiction other than the State of Florida, which if committed in the State of Florida would constitute any offense listed in this rule section.
 - c. The perpetration by an officer of acts or conduct that constitute the

following offenses:

1. Excessive use of force, defined as a use of force on a person by any officer that is not justified under Section 776.05 or 776.07, F.S., or a use of force on an inmate or prisoner by any correctional officer that would not be authorized under Section 944.35(1)(a), F.S.

2. Having an unprofessional relationship with an inmate, detainee, probationer or parolee, or community controllee. An unprofessional relationship is defined as:

a. Having written or oral communication with an inmate, detainee, probationer or parolee, or community controllee that is intended to facilitate conduct prohibited by this rule section; or

b. Engaging in physical contact not required in the performance of official duties, and is defined as kissing, fondling of the genital area, buttocks, or breasts, massaging or similar touching, holding hands, any other physical contact normally associated with the demonstration of affection or sexual misconduct as applied to all certifications, which is defined in Section 944.35(3), F.S.

c. Engaging in a romantic association with an inmate, detainee, probationer, parolee, or community controllee. "Romantic association" is defined as the exchange of telephone calls, pictures, letters, greeting cards, or any other form of oral or written communication, which expresses feelings or thoughts of affection or the desire to engage in a romantic relationship whether emotional or physical. This subsection shall not apply to an officer who is legally married to an inmate, detainee, probationer or parolee, or community controllee in the community, nor does it apply to any officer who has no knowledge, or reason to believe, that the person with whom the officer has engaged in a romantic association is an inmate, detainee, probationer or parolee, or community controllee.

4. Sexual harassment pursuant to and consistent with decisions interpreting 29 C.F.R. 1604.11, including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when the harassment involves physical contact or misuse of official position and when:

a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

b. Submission to or rejection of such conduct by an individual

is used as the basis for employment decisions affecting such individual; or

c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

5. Engaging in oral, anal, or vaginal penetration by, or union with, the sexual organ of another person or engaging in anal or vaginal penetration by any other object while on duty, or at any time the officer is acting under the color of authority as a Commission-certified criminal justice officer, and not done for a bona fide medical purpose or in the lawful performance of the officer's duty.

6. False statements during the employment application process.

7. Conduct that subverts or attempts to subvert the examination process for Commission-approved training at a Commission-certified training school or an employing agency promotional examination process which shall include the following:

a. Removing from the examination room any of the examination materials.

b. Reproducing or reconstructing any portion of the examination.

c. Aiding by any means in the reproduction of any portion of the examination.

d. Selling, distributing, buying, receiving, or having unauthorized possession of any portion of a past, current, or future examination.

e. Communication with any other examinee during the administration of the examination.

f. Copying answers from another examinee, or intentionally allowing one's answers to be copied by another examinee during the administration of the examination.

g. Having in one's possession during the administration of the examination, any books, notes, written or printed materials, or data of any kind, not supplied as part of, or required for, the test administration.

h. Falsifying or misrepresenting information required for admission to the examination.

i. Impersonating an examinee.

j. Having an impersonator take the examination on one's behalf.

k. Revealing the test questions or other information that would compromise the integrity of the examination.

8. Willful failure of the agency administrator to comply with Chapter 943, F.S., as it pertains to the Criminal Justice Standards and Training Commission or Commission rules.

9. Discriminatory Conduct:

a. The perpetration by the officer of either a course of conduct or a single egregious act that evidences discriminatory conduct based on race, color, religion, sex, pregnancy, national origin, age, handicap, or sexual orientation, which does not involve an expression of public concern, and which causes a clear and substantial belief in the mind of a reasonable person that the officer cannot perform the duties of office in a fair and impartial manner, with respect for the rights of others and laws of the state and nation; or

b. Knowingly, willfully, and actively participating in any activity committed with the intent to benefit, promote, or further the interests of a "hate group", as defined in Section 874.03(6), F.S.

(c) A certified officer's unlawful injection, ingestion, inhalation, or other introduction of any controlled substance that would constitute a felony, as defined in Section 893.03, F.S., into his or her body as evidenced by a drug test in accordance with Section 112.0455, 440.102 or 944.474, F.S.

f) Additionally, the Sheriff has the discretion to deny payout upon a sustained finding of: aiding an escape or suspect; membership or participation in a subversive or terrorist organization as defined by the FBI; or communicating or imparting confidential information, that subjects the Sheriff to liability or endangers a criminal investigation.

g) Members participating in DROP may receive sick leave payout upon final separation from the Sheriff's Office.

ARTICLE 14
HOLIDAY LEAVE

14.1 The Leon County Sheriff's Office has established a permanent holiday schedule as follows:

- a) New Year's Day
- b) Martin Luther King, Jr. Day
- c) Emancipation Day
- d) Memorial Day
- e) Independence Day
- f) Labor Day
- g) Veteran's Day
- h) Thanksgiving Day
- i) Friday after Thanksgiving
- j) Christmas Day

14.2 If any of these holidays falls on Saturday, the preceding Friday shall be observed as the holiday, or if any of these holidays falls on Sunday, the following Monday shall be observed as the holiday, for all bargaining unit members assigned to an administrative schedule. For bargaining unit members assigned to shift work, the holiday shall be observed on the actual holiday.

14.3 The Sheriff may, at his discretion, designate holidays in addition to those listed above or specify the actual observance of holidays.

14.4 An employee shall receive holiday leave/observed holiday pay, not to exceed eight (8) hours, when a holiday falls on an employee's regular scheduled workday and the employee observes the holiday.

14.5 A combination of holiday pay and holiday leave. The combined total number of holiday pay and holiday leave/observed holiday pay shall total eight (8) hours.

14.6 A member who works a partial work schedule (workday) on the observed holiday on his regularly scheduled day off shall receive compensation for the actual hours worked in accordance with Article 10. In addition, the employee shall receive eight (8) hours of holiday compensation as follows:

- a. At time and one-half (1 ½) rate for the number of hours equal to the actual hours worked, and
- b. At straight-time rate for the difference between eight (8) and the actual number of hours worked.

14.7 An employee who is scheduled to work on an observed holiday but is on approved personal, sick, military, or administrative leave shall receive eight (8) hours of holiday leave/observed holiday pay at his straight-time rate of pay and he will be charged for one (1) of the above leaves only for those hours taken in excess of the eight (8) hours observed for the

holiday.

ARTICLE 15 OTHER BENEFITS

15.1 Uniforms and Equipment

Each employee shall be provided with a sidearm. A rifle shall be provided to all qualified full-time bargaining unit members with the exception of bargaining unit members that are assigned to the Bailiff Unit. Each employee will be issued equipment including but not limited to uniforms, standard issue duty gear (duty belt, equipment holders, radio, protective gear), and accessories in accordance with the present checklist of clothing and equipment issue, plus replacements as required by normal wear and tear or due to theft.

15.2 Gymnasium and Recreational Equipment

The Sheriff will continue to provide a gym facility at LCSO headquarters.

15.3 Educational Assistance

The Sheriff agrees to offer tuition assistance to all full-time members who have achieved permanent member status, are not on disciplinary probation and received "meets standards" or above on their last evaluation. In order to receive tuition assistance, an eligible member must submit a tuition assistance application and approval form to the Human Resource Section, via the member's chain of command, at or prior to the beginning of the academic semester. Tuition assistance will be established at the state rate on a per-credit hour basis, regardless of the institution the member elects to attend. For example, coursework towards an Associate degree shall be reimbursed at the current rate of Tallahassee Community College. Upper division (junior and senior year) coursework will be reimbursed at the current rate of the Florida State University. Eligible members may be reimbursed for up to three credit hours per semester for actual tuition and fees incurred. Reimbursement is limited to nine credit hours per calendar year. The participant must successfully complete each course with a grade of at least "C", a passing grade for pass/fail courses, or a minimum score accepted by the academic institution for awarding credit for College-Level Examination Program exams. Reimbursement for CLEP exams will count towards the maximum reimbursement. Tuition reimbursement will be made only for courses taken at an accredited college or university. Continuing education and vocational classes such as Real Estate or Auto Mechanics shall not qualify for reimbursement.

15.4 Group Insurance

The Parties agree that elective health, life, dental, disability, and vision benefits are provided through agreements negotiated by the Leon County, and that the vendors and benefits offered may change from time to time at the sole discretion of Leon County, and that such decisions are beyond the control of the Sheriff. The PBA acknowledges that the contributory rates charged by the Sheriff to employees for elective insurance coverage are set by Leon County and may change from time to time, and that members of the bargaining unit will pay the contributory rates set by Leon County. Sheriff agrees to offer the same group health insurance coverage to members of the bargaining unit

as it offers to all non-unionized Sheriff Office employees. The Sheriff will make a contribution toward the cost of such insurance for individual employees and for optional dependent coverage on the same basis as it contributes to insurance coverage for non-unionized, non-managerial Sheriff Office employees. The Sheriff agrees that if the cost of elective insurance coverage increases greater than five percent (5%) in any given Fiscal Year, the Sheriff shall notify the Association within fourteen (14) calendar days of notification from the County. In the event that the elective insurance coverage increases greater than ten percent (10%) in any given year, the Sheriff will bargain the impacts of the increase with the Association.

An employee who retires shall have the right to continue his term life insurance coverage, if enrolled at date of retirement per the group contract, if such coverage is offered by Leon County. The costs of such coverage are set by Leon County, and may change from time to time, and the bargaining unit member is responsible for such costs. The cost of coverage shall be remitted to the Sheriff's fiscal unit by the member. It is the responsibility of the member to remit the payments in a timely manner. The Sheriff is not liable if the member fails to remit their payment in a timely manner and, as a result, the member is terminated from participation in the life insurance program by the provider.

15.5 Death Benefit

Death benefits will be provided to survivors in accordance with Section 112.19, Florida Statutes.

15.6 Personal Property

The Sheriff agrees to replace eligible personal property or provide reimbursement to a member for loss or damage to such property, if the loss or damage occurred while the member was conducting official business in an on-duty status and the loss or damage did not result from the member's negligence, carelessness, or wrongdoing. The decision to repair or replace will be made at the Sheriff's option. The terms "loss" or "damage" do not include ordinary wear and tear. Members are advised against use of expensive personal property while on duty in recognition of the limits of reimbursement as set forth in this Article.

The following are personal property items which members may seek replacement or reimbursement and the limits of reimbursement or replacement cost:

- (1) Prescription glasses/contact lenses will be repaired or replaced based on actual cost not to exceed two hundred dollars (\$200.00). Reimbursement cost would not include the cost of any eye exam or added features such as tinting or designer frames.
- (2) Sunglasses may be repaired or replaced at actual cost not to exceed fifty dollars (\$50.00).
- (3) Watches may be repaired or replaced at actual cost not to exceed seventy-five dollars (\$75.00).

The total allowable reimbursement is \$600 in any 12-month period.

The following articles are not eligible for replacement or reimbursement:

- Jewelry (other than watches)
- Currency
- Cell phones/electronic equipment
- Authorized equipment used in lieu of, or in addition to, departmental issue.

15.7 Orientation Day Briefing

The Association will be granted at least thirty (30) minutes but no more than sixty (60) minutes during new officer orientation to explain the provisions of the Agreement and the functions of the Association. The President of the Association or his designee will be notified by the Employee Resources Section Head as to the scheduling of new officer orientation sessions. This will not be considered on-duty time for members appearing on behalf of or presenting information for the Association, and such member(s) must do so in an off-duty status.

15.8 Voting

Any employee who resides in and is a registered voter in Leon County who does not have time outside normal working hours to vote in a Leon County election because of assigned duties may be given, at the discretion of his supervisor, up to one (1) hour of paid administrative leave to vote.

15.9 Agency Vehicles

All full-time bargaining unit members shall be issued a take-home agency vehicle provided the member resides within the Agency's residency requirement. The Bailiff Unit shall be issued agency vehicles by July 2023.

15.10 Appeals

If a unit member is discharged and the unit member files a grievance or appeal with the Career Service Appeals Board or follows the grievance procedure as set forth in this Agreement, the Sheriff shall continue that unit member's health and life insurance coverage, as is, until final disposition of the grievance/appeal process. The non-prevailing party is required to pay the employee contribution for insurance coverage during this period.

ARTICLE 16 GRIEVANCE PROCEDURE

The PBA encourages its members to initiate informal discussions with their supervisor (or other management personnel if the issue is not within the supervisor's purview) of complaints regarding provisions of this Agreement. Such informal discussions should be approached towards reaching a mutually satisfactory resolution, and thereby avoiding the formal grievance procedure prescribed by this Article. For discipline matters, a grievance may be filed or an appeal through the provisions outlined in the Leon County Sheriff's Office Career Service Act, Laws of Florida,

Chapter 83-456 and General Order 26.1, effective June 6th, 2019, and General Order 22.10, effective July 12th, 2017, but the member must choose either the Career Service Act or the Grievance Procedure.

16.1 Definitions

As used in this Article:

(A) “Grievance” shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement.

(B) “Grievant” shall mean a bargaining unit member or a group of bargaining unit members having the same grievance. In the case of a group, one shall be designated by the group to act as spokesperson who shall thereafter serve as the group’s representative and to be responsible for processing the grievance. A grievant that has been terminated, resigns, or retires is still considered an employee if they file a grievance within the specified time limits.

(C) “Days” shall mean business days. “Business days” refers to the ordinary business hours (i.e., 8:00 a.m. until 5:00 p.m., Monday through Friday). Furthermore, “business days” do not include any day observed as a holiday pursuant to section 110.117, F.S., holiday observed by the PBA pursuant to a list furnished to the Sheriff in writing, as of the effective date of this Agreement, or day during a suspension of grievance processing as agreed in writing by the parties. “Business days” also do not include a day(s) on which the agency is closed under an Executive Order of the Governor or otherwise for an emergency condition or disaster under the provisions of Rule 60L-34.0071(3)(e), Florida Administrative Code (F.A.C.).

16.2 Representation

(A) A grievant who decides to use this Grievance Procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether he shall be represented by the PBA. When the grievant has elected PBA representation, the grievant and the PBA Grievance Representative shall be notified of any Step 1 meeting. Written communication concerning the grievance or its resolution shall be sent to the grievant and the PBA Grievance Representative, and the decision agreed to by the Sheriff and the PBA shall be binding on the grievant.

(B) If the grievant is not represented by the PBA, an adjustment of the grievance shall be consistent with the terms of this Agreement. The PBA shall be given reasonable opportunity to be present at a meeting called for the resolution of the grievance. A grievant using this procedure in the processing of a grievance will be bound by the procedure established by the Parties to this Agreement. The PBA shall not be bound by the decision of a grievance or arbitration in which the grievant was not represented by the PBA.

16.3 Procedures

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Grievances and grievance responses may be filed by hand-delivery, mail (including email), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

(B) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

(C) The filing or pendency of a grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Sheriff to take the action complained of, subject, however, to the final disposition of the grievance.

(D) After a grievance is presented, no new violation or issue can be raised unless the Parties agree in writing to revise or amend the alleged violations or issues, or upon a party's showing of good cause for the consideration of such new issue, but in no event later than the filing of a contract language grievance at Step 3, or the filing of a disciplinary grievance at Step 2. When an issue is unchanged, but it is determined that an article, section, or paragraph of the Agreement has been cited imprecisely or erroneously by the grievant, the grievant shall have the right to amend that part of his grievance.

(E) The resolution of a grievance prior to its submission in writing to Arbitration shall not establish a precedent binding on either the PBA or the Sheriff in other cases.

(F) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular work hours of the grievant, such hours shall be deemed time worked. If the grievance requires any witnesses, the time spent for the grievance shall be considered work hours if they are on-duty at the time. If the witness is not on regular duty time, the time shall not be counted as hours worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of a participant's regular work hours shall not be deemed time worked. The Sheriff will not pay the expenses of participants attending such meetings on behalf of the PBA. All grievance meetings shall be held at times and locations agreed to by the parties except that, unless agreed otherwise, all meetings shall be held within 20 miles of the grievant's place of work. If the grievant's representative is a bargaining unit member, the representative may use available PBA pool hours.

(G) Grievances shall be presented and adjusted in the following manner, and no individual may respond to a grievance at more than one written step.

(1) Step 1.

(a) An employee having a grievance may, within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance, submit a grievance at Step 1. In filing a grievance at Step 1, the grievant or designated

representative shall submit to the Step 1 Management Representative (bargaining unit member's Captain or other designated representative) a grievance form as contained in Appendix A of this Agreement setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without cause and requests the grievant to be made whole.

(b) The Step 1 Captain or designee shall communicate a decision in writing to the grievant and to the PBA Grievance Representative, if any, within 10 days following receipt of the written grievance. If the Management Representative fails to respond within the time limit, it shall be deemed a denial.

(2) Step 2.

(a) If the grievance is not resolved at Step 1, the grievant or designated representative may submit the grievance in writing on a grievance form as contained in Appendix A of this Agreement, to the Chief, Executive Director or designated representative within 15 days following receipt of the decision at Step 1. The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.

(b) The Chief, Executive Director or designated representative shall communicate a decision in writing to the grievant and the PBA Grievance Representative, if any, within 15 days following receipt of the written grievance. If the Chief, Executive Director or designated representative fails to respond within the time limit, it shall be deemed a denial.

(c) If a grievance, alleging that a disciplinary action (reduction in pay, demotion, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the PBA representative, or the grievant or grievant's representative, if not represented by PBA, may appeal the grievance to Step 3 within 15 days after receipt of the Step 2 decision.

(3) Step 3 – Appeals of Step 2 Decisions and Contract Language Disputes

(a) If a grievance concerns the interpretation or application of this Agreement, the grievant or designated representative may file the grievance by submitting it to the Chief of Staff and Assistant Sheriff of Administration. For a grievance not resolved at Step 2, the grievant or designated representative may appeal the grievance by submitting it to the grievant's Assistant Sheriff within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1.

(b) The Sheriff's designee shall discuss the grievance with the PBA Grievance Representative, or grievant or his representative if not represented by the PBA. The Sheriff's designee shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance. When the grievance is

eligible for initiation at Step 3, the grievance shall be filed on the grievance form contained in Appendix A of this Contract, setting forth specifically the facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested.

(4) Arbitration

(a) Arbitration Filing.

If the grievance is not settled with the foregoing procedure, the employee or the Association, may request arbitration by delivering written notice of intent to appeal. If the grievance is not appealed within said fifteen (15) days, the Sheriff's step 3 answer shall be final and binding upon the aggrieved employee or the Association, as the case may be.

(1) Disciplinary Grievance. If a grievance alleging that a disciplinary action (reduction in pay, demotion, suspension, or dismissal) was taken without cause is not resolved at Step 3, the PBA may appeal the grievance to arbitration within 15 days after receipt of the decision at Step 3, provided the Step 3 decision is received on or before the due date.

(b) Grievance Mediation

(1) The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. The parties will then schedule a mediation within 40 days of the filing of the Request for Arbitration unless mediator availability requires a lengthier period. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

(2) If the mediation is unsuccessful in resolving the grievance, the parties will proceed to the scheduled arbitration, or to a rescheduled hearing if necessitated by the period needed to conduct the mediation. The fees and expenses of the mediator shall be borne equally by the parties; however, each party shall be responsible for compensating and paying the fees and expenses of its own representatives, attorneys, and witnesses. The mediator shall submit his fee and expenses to the parties.

A party may request of the arbitrator, with notice to the other party, an extension of time/continuance based on unusual and compelling circumstances.

(c) Arbitration Process

(1) Within fifteen (15) days after receipt of the appeal to arbitration, the parties shall request the Federal Mediation and Conciliation Service, the sole function of the body being to assist in the selection of the arbitrator, to furnish a panel of seven (7) impartial arbitrators. Within 10 days of the receipt of the panel, the parties will meet to choose an arbitrator. Both the Sheriff and the PBA have the right to strike three (3) names from the panel. The party to strike first will be determined by a flip of the coin. PBA will be heads and the Sheriff will be tails.

(2) The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible following the selection of an arbitrator. A party may request of the arbitrator, with notice to the other party, an extension of time/continuance based on compelling circumstances.

(d) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, it will be bifurcated from the substantive issue(s), and whenever possible, determined by means of a hearing conducted via a video conference call or telephone conference call. The issue of arbitrability shall be filed within 30 days of the original filing of the arbitration. The arbitrator shall be available to conduct the arbitrability hearing within 30 days of being chosen and the hearing shall last no more than one day. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. The arbitrator to hear the arbitrability issue shall be chosen in accordance 23(c)(1). The fees and expenses of the arbitrator shall be borne by the party losing the arbitrability issue. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen unless one was chosen previously in accordance with the procedure listed in 23(c)(1).

(e) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the Sheriff, the PBA, the grievant(s), and the employees in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

(1) The arbitrator shall transmit a decision to the parties, not later than 30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

(2) The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

(3) The arbitrator shall have no authority to determine any other issue and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

(4) The arbitrator shall limit the decision strictly to the application and interpretation of the specific provisions of this Agreement.

(5) The fees and expenses of the arbitrator and the cost of a transcript (where both parties agree that a transcript is necessary or where a transcript is requested by the arbitrator) shall be borne by the losing party as determined by the arbitrator. In the event of a compromise award, the arbitrator's fee, expenses, and transcript cost if any, shall be divided equally to the parties to the arbitration. Each party shall be responsible for compensating and paying the expenses of its own representatives and witnesses, except that the employee filing the grievance shall be excused without loss of pay if the arbitration is held during their regular work hours. If the grievance representative is a bargaining unit member, the representative may use available PBA pool hours. Neither the grievant nor the grievant's representative may use an LCSO vehicle for travel to the arbitration.

(6) The PBA will not be responsible for costs of an arbitration to which it was not a party.

16.4 Time Limits

(A) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant, or the PBA, where appropriate, to proceed to the next step. The Sheriff will make a good faith effort to timely communicate decisions at each step.

(B) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual written agreement.

(C) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. If Step 2 or Step 3 is the last step of the procedure which is available to the grievant, then a response by the appropriate reviewing authority will be provided.

(D) Any step in the process may be skipped by mutual agreement of the parties.

16.5 Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or an employee to process a grievance (1) on behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a government board or agency, or court proceeding, brought by the PBA.

(B) All grievances will be presented at Step 1 with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Captain, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form contained in Appendix A within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance.

(2) If the grievance arises from a disciplinary action consisting of loss of pay, demotion, suspension, or termination, a grievance shall be initiated at Step 2 by submitting a grievance form as contained in Appendix A within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance.

(3) The PBA shall have the right to bring a class action grievance on behalf of employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The PBA shall identify on the grievance form the specific group (i.e., employees' job classification(s), work unit(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. Such grievance shall be initiated at Step 2.

(4) Contract language disputes shall be initiated at Step 3.

26.6 Expedited Arbitration

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the parties may agree to expedited arbitration of a grievance.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all requirements of the arbitration process listed above remain in effect.

ARTICLE 17 CORRECTIVE ACTION

17.1 Corrective action will only be taken against an employee who has attained permanent status in his or her current position for cause. "Cause" shall include, but not be limited to poor performance, negligence, inefficiency, or inability to perform assigned duties, insubordination, violation of provisions of law or Sheriff's Office rules or code of conduct, conduct unbecoming a public employee, misconduct, drug abuse, or arrest or conviction of any crime. The Sheriff shall ensure that all members of the bargaining unit have reasonable access to the Sheriff's Office policies and procedures.

17.2 Oral reprimands, letters of counseling or counseling notices are documentation of minor work deficiencies or conduct. They are not subject to the grievance procedure in Article 23. Such documentation may be used by the parties at an administrative hearing to demonstrate that the bargaining unit member was on notice of the performance deficiencies or conduct concerns.

17.3 Written reprimands shall not be subject to the grievance procedure in Article 23. Appeals of a written reprimand will be in accordance with Leon County Sheriff's Office General Order 26.1 dated June 6, 2019.

17.4 For the purpose of corrective action, a suspension shall be in hours. An employee whose salary is reduced or who is transferred for cause, demoted, suspended, or dismissed shall have the right to appeal such corrective action under Article 23 or in accordance with Leon County Sheriff's Office General Order 26.1 dated June 6, 2019, and General Order 22.10 dated July 12, 2017, and the Career Service Act.

17.5 Notification to Employee. Each employee shall be furnished a copy of all disciplinary documents placed in the employee's personnel file and shall be permitted to respond thereto.

17.6 An employee may request a PBA representative be present during any meeting in which the employee is being questioned relative to alleged misconduct or if he or she feels any such questioning could lead to disciplinary action.

17.7 Corrective action shall be taken within thirty (30) days following the conclusion of the investigation.

17.8 A corrective action report covering an oral reprimand shall be removed from the employee's personnel and disciplinary file after one (1) year from the date of issuance if no further infractions of a similar type occur.

17.9 A corrective action report covering a written reprimand shall be removed from the employee's personnel and disciplinary file after two (2) years from the date of issuance if no further infractions of a similar type occur.

17.10 A corrective action report covering a suspension of thirty-two (32) hours or less shall be removed from the employee's personnel and disciplinary file after four (4) years from the date of issuance provided there were no prior corrective action reports covering either formal counseling, or oral or written reprimands of a similar type and provided there were no suspensions of any type in the employee's personnel file at the time the suspension was imposed and provided no formal counseling, oral or written reprimands of a similar type and no additional suspensions of any type are incurred within the four (4) year time period following the suspension.

17.11 It shall be the responsibility of the affected deputy to request the removal of an oral or written reprimand or suspension from his personnel file, and the Sheriff shall determine in his discretion whether the deputy meets the criteria as stated herein. In the event that a request for removal of a suspension is denied, the affected officer may request a review with the applicable Assistant Sheriff. The decision of the Sheriff or his designee shall be final. The denial of a request to remove a suspension shall not be subject to the grievance process.

17.12 Florida Statute 112.531 – 112.535, also known as the Law Enforcement Officer Bill of Rights as enacted by the legislature shall be effective and enforced throughout the term of this agreement.

ARTICLE 18 INTERNAL INVESTIGATIONS

18.1 The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the Sheriff has the right to expect a high level of professional standard of conduct be adhered to by all law enforcement personnel, regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the Sheriff reserves the right to conduct such investigations to uncover facts in each case but agrees to carefully guard and protect the rights and dignity of the accused personnel. It is expected that all law enforcement personnel will give truthful and complete statements, to the best of their ability, in all internal investigations.

18.2 **RIGHTS WHILE UNDER INTERNAL INVESTIGATION.** Whenever a bargaining unit member is under investigation and subject to interrogation by members of the Leon County Sheriff's Office for any reason that could lead to disciplinary action, suspension, demotion, or dismissal, the interrogation must be conducted under the following conditions:

- a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the bargaining unit member is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- b. The interrogation shall take place either at the office of the command of the investigating officer or at the office of the the local precinct, police unit, or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or the Sheriff or designee.

c. The bargaining unit member under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the investigation. All questions directed to the bargaining unit member under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the bargaining unit member under investigation.

d. The bargaining unit member under investigation must be informed of the nature of the investigation before any interrogation begins, and he or she must be informed of the names of all complainants. All identifiable witnesses must be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused bargaining unit member. The complaint, all witness statements, including all other existing officer statements, and all other existing evidence, including, but not limited to, incident reports, GPS locator information, and audio or video recordings relating to the incident under investigation, must be provided to each bargaining unit member who is the subject of the complaint before the beginning of any investigative interview of that bargaining unit member. A bargaining unit member, after being informed of the right to review witness statements, may voluntarily waive the provisions of this section and provide a voluntary statement at any time.

e. Interrogating sessions shall be for reasonable periods and shall be times to allow for such personal necessities and rest periods as are reasonably necessary.

f. The bargaining unit member under interrogation may not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. A promise or reward may not be made as an inducement to answer any questions.

g. The formal interrogation of a bargaining unit member, including all recess periods, must be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of the recorded session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

h. If the bargaining unit member under investigation is under arrest or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all of his or her rights before commencing the interrogation.

i. At the request of any bargaining unit member under investigation, he or she has the right to be represented by counsel or any other representative of his or her choice, who shall be always present during the interrogation whenever the interrogation relates to the bargaining unit member's continued fitness for law enforcement service.

j. Notwithstanding the rights and privileges provided herein, these rights do not limit the ability of the Sheriff to discipline or to pursue criminal charges against a bargaining unit member.

18.3 Unless required by statute, no employee shall be required to submit to a polygraph test, or any device designed to measure the truthfulness of his responses during an investigation of a complaint or allegation.

18.4 Only sustained findings may be inserted into personnel files. Unfounded, exonerated, or not sustained findings shall not be inserted in the permanent personnel records or referred to in performance reviews.

18.5 The Bill of Rights (F.S.S. 112-531 – 112.535) shall remain in effect through the term of this agreement even if repealed by the Legislature.

ARTICLE 19 DISCIPLINE

19.1 No bargaining unit member shall be disciplined except for just cause. Disciplinary actions are as follows: written reprimand; disciplinary probation, reduction in pay, removal from a specialty team, suspension with or without pay; demotion; and dismissal.

19.2 The Parties recognize that the interests of the County and of bargaining unit members' job security depends upon the success of the Sheriff's Office in providing proper and efficient services to the County, and in applying disciplinary measures consistently and even-handedly when the conduct of personnel is inconsistent with such proper and efficient services. In the service of those interests, the Parties recognize the need for progressive and appropriate discipline in order to ensure conduct consistent with established standards reasonably related to bargaining unit member's job performance.

The LCSO administers discipline as a means to ensure that employees adhere to established standards of conduct and performance. This is done through corrective action, described in this Article as "discipline." In those instances where misconduct in the first instance is not extreme or serious, the LCSO is committed to the use of progressive discipline. The use of progressive discipline is an art, not a science. Sound progressive discipline is recognized as being appropriate for the offense and instructive as to the consequences of additional or similar future misconduct. Progressive discipline does not mean that all first offenses must be addressed with written reprimand, and that all second offenses must be addressed with a suspension, and so on. It means that all disciplinary tools and penalties are available to address misconduct not punishable by dismissal in the first instance, and the type of discipline will depend on the severity of the offense, the employee's work record and history, and other related factors.

If a bargaining unit member receives discipline for more than one code of conduct violation, and the total hours of suspension assigned for all counts exceeds forty (40) hours, the bargaining unit member is entitled to an appeal of the discipline as set forth pursuant to the procedures set forth in General Order 26.1 dated June 6, 2019, General Order 22.10 dated July 12, 2017 and the Leon County Sheriff's Office Career Service Act (Laws of Florida Chapter 83-456).

Transfers between bargaining units shall not be used as a form of discipline.

19.3 All suspensions shall be effected upon the basis of hours. Example: 8 hours, 12 hours, etc.

19.4 In accordance with the General Records Schedule GS1-SL, non-disciplinary counseling records relating to performance or behavior issues shall be maintained by Human Resources and shall be disposed of after one (1) year.

26.5 Fast-Track Discipline (FTD)

A member who is the subject of a complaint may be offered the opportunity to participate in an expedited disposition of an administrative investigation, described below as follows:

- A. Purpose of a Fast-Track Discipline (FTD).
 - 1. A formal investigation and disciplinary appeal can consume considerable time and resources.
 - 2. On a purely voluntary basis, the subject member may wish to acknowledge having violated agency directives and then accept discipline, rather than proceeding with a formal investigation and disciplinary appeal.
 - 3. An FTD is designed to reduce the length of time it takes to complete an investigation.
 - 4. An FTD may, if appropriate, be available to address all violations of LCSO Directives, except for a Criminal Conduct violation.
- B. Procedures for a Fast-Track Discipline (FTD).
 - 1. FTD Phase I – Notification of Complaint & FTD Offer
 - a. When an investigating supervisor or Internal Affairs receives a complaint, they shall review the complaint and, if the nature or facts of an allegation indicate that a FTD is the most appropriate means of handling the complaint, may offer the employee a FTD.
 - b. Upon receiving a complaint, the investigating supervisor shall obtain from Internal Affairs:
 - i. A Tracking Number
 - ii. An Employee Profile
 - c. If the complaint is appropriate for a FTD, the investigating supervisor or Internal Affairs shall notify the subject member that they are the subject of an Administrative Investigation. Notification to the subject

member by the investigating supervisor or Internal Affairs may be made in person, or Employee Notice of Internal Investigation.

- d. The investigating supervisor or Internal Affairs may offer the subject member an opportunity to participate in a FTD.
 - e. Once the investigating supervisor or Internal Affairs offers the option of an FTD, the subject member has five (5) calendar days to respond as to whether or not he/she would like to participate in the FTD process.
 - f. In order to initiate the FTD process, the subject member must give their response, in writing via the FTD Response form, to the investigating supervisor or Internal Affairs within five (5) days notice of the complaint.
 - g. Upon a subject employee signing the FTD Response form, the supervisor shall complete the FTD agreement and forward the Agreement and Response forms through the Chain of Command for signatures and recommendations.
2. FTD Phase II – Chain of Command Recommendations
 - a. The subject member's performance history, and previous discipline history, if any, with the agency shall be considered.
 - b. The FTD will go through the Chain of Command for signatures and recommendations, and then returned to the subject employee within 14 calendar days.
3. FTD Phase III – Final Review and Acceptance of FTD
 - a. The subject member has five (5) calendar days to review the finalized FTD Agreement recommendation. If the FTD is not returned back to the supervisor within five (5) calendar days, the employee will be deemed to have waived this process and the investigation will proceed.
 - b. Once Phase III is completed and agreed upon by the subject employee the FTD is:
 - i. Closed
 - ii. Becomes public record
 - iii. Is available for inspection by employees and members of the public pursuant to establishment procedures.

- c. By signing the FTD agreement, the subject member agrees that:
 - i. The member is participating in the FTD process freely and without any expressed or implied threat, promise or intimidation.
 - ii. The member does not wish to contest the factual allegations in the complaint.
 - iii. The member waives their rights under Chapter 112, F.S. "*Law Enforcement Officers' and Correctional Officers' Rights.*"
 - iv. The member waives any and all further appeals concerning the investigation and discipline imposed through this agreement.
 - v. Discipline imposed as a result of any agreement may be used for purposes of progressive and cumulative discipline for future disciplinary action.
 - vi. If applicable, the member must still participate in a witness interview concerning the same investigation involving another subject employee.
- d. This FTD shall serve as the Employee Notice of Intended Disciplinary Action as well as the Employee Notice of Disciplinary Action and shall not establish binding precedent on the Sheriff in other cases.
- e. A copy of the signed FTD will be sent to the:
 - i. Subject Employee
 - ii. Appropriate Chief and Assistant Sheriff
 - iii. Internal Affairs - to be placed in the employee's discipline file.
 - iv. Human Resources

C. General Provisions for FTD Agreement of Administrative Investigation Agreement Cases

- a. Any subject member who signs this agreement must still participate in a witness interview concerning the same investigation involving another employee.
- b. An agreement reached between the subject member and the agency shall not establish binding precedent on the Sheriff in other cases.

- c. Any discipline imposed shall not exceed the guidelines of the Disciplinary Matrix.

ARTICLE 20 COURT APPEARANCES

20.1 As used in this Article, the term “direct result of employment with LCSO” shall mean acts related to the bargaining unit member’s law enforcement duties. The term shall not mean any court appearance related to any employment-related lawsuit by the bargaining unit member.

20.2 Any bargaining unit member who is required to appear as a witness in court as a direct result of employment with LCSO shall be entitled to the following:

- a. Regular pay if called to testify during regularly scheduled work hours.
- b. One and one-half (1 ½) times the bargaining unit member's straight time rate of pay with a minimum of three (3) hours including travel time, if called to testify, appear in court, or present a case to the State Attorney's Office outside the bargaining unit member's regular hours of work.
- c. Any bargaining unit member subpoenaed to testify, appear in court, or present a case to the State Attorney's Office within 60 minutes before the start or 60 minutes after the end of his/her shift will be compensated at the rate of one and one-half (1 ½) times the bargaining unit member's straight time rate of pay for the actual time spent in court before or after his/her regular shift. Any time spent in court will be paid as continuous to the shift. For the purposes of this section, the court minimum would not apply.
- d. Any bargaining unit member who is required to appear more than once during a day will receive an additional three (3) hour minimum at one and one-half (1 ½) times the bargaining unit member's straight time rate of pay if the second subpoena requires the bargaining unit member's appearance three (3) or more hours from the beginning time of the first subpoena. If it is less than three (3) hours from the beginning time of the first subpoena, then it will be paid as continuous time. This provision is limited to two (2) minimum appearance fees daily.
- e. A bargaining unit member subpoenaed to appear as a witness in a case not as a result of Sheriff's Office business and not directly related to the bargaining unit member's personal affairs, (such as performing a civic duty as a witness to a crime or an accident) will be allowed leave or time off without pay for this purpose. Adequate prior notice must be provided by the bargaining unit member. Note being a witness to a civil or criminal incident observed during work hours will be considered Sheriff's Office business and will apply to court appearances minimum fees.

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

ARTICLE 21
WORDAY, WORKWEEK AND OVERTIME

21.1 The purpose of this Article is to outline the rules regarding the compensation of personnel for hours worked in the designated 14-day pay period cycle in accordance with the provisions of the Fair Labor Standards Act (FLSA).

21.2 Definitions (as used in this Article)

A. Pay Period: The basic 80 hour pay period for bargaining unit members covered by this Agreement shall consist of eighty (80) hours per two (2) weeks, starting at 12:00 a.m. Friday and ending at 11:59 P.M. Thursday.

B. Overtime: Time and one half the unit member's regular rate of pay for all time worked in excess of eighty (80) hours.

C. Compensatory Time: Paid time off the job that is earned and accrued by a unit member instead of immediate cash payment for working overtime hours.

21.3 All work during the normal pay period of 14 days in excess of eighty (80) hours shall be overtime and shall be compensated as follows:

A. Payment at time and one-half (1 ½) the member's regular rate of pay when the number of hours is actually worked during the work period is at least eighty (80) and payment at the member's straight time base rate of pay when the number of hours actually worked during the work period is less than eighty (80) or;

B. During the term of this Agreement, at the member's option, compensatory time equal to one and one-half (1 ½) times the number of overtime hours worked when the hours actually worked during the work period are at least eighty (80). The amount of compensatory time accrued shall not exceed eighty (80) hours. All overtime hours which would result in compensatory time balance in excess of eighty (80) hours must be paid according to the provisions of Section (a) above;

C. Compensatory time must be depleted before any annual leave is granted, unless the employee will lose annual leave due to the annual leave carryover;

D. In the event a member works more hours than scheduled for their singular shift it will be the member's discretion to flex out the hours within the eighty (80) hour pay period. Hours that are flexed will be at an hour for hour basis and not at one

and one-half times the member's hourly rate. Supervisor approval will be required if the member elects to flex out hours because factors such as personnel staffing are subject to change. If the member's request to flex out the hours is denied, the member will be paid at the overtime rate or accrue compensatory time at one and one-half (1 ½) hours for hours worked in excess of eighty (80) hours;

- E. Bargaining unit members may be required to work overtime as scheduled and, in some instances, unscheduled (see Call Back). To the extent reasonable and appropriate, under the circumstances as determined by the Sheriff or his designee, overtime will be distributed equitably among bargaining unit members in their particular job classification, in their organizational units, as far as the character of the work permits. The Sheriff's Office will maintain overtime records and will make such information available upon request.
- F. If a supervisor requires a bargaining unit member to have their LCSO vehicle serviced on their day off, the time spent shall be counted as actual hours worked.

ARTICLE 22 CALL BACK, CALL OUT AND ON CALL

22.1 "Call Back" is defined as a bargaining unit member being ordered by a supervisor to come back to work inside their normal work schedule while on approved leave. When a member has been called back to work while on approved leave or holiday, the leave or holiday becomes null and void and the member is considered to be back at work. The member will adjust his or her leave request accordingly.

22.2 "Call Out" is defined as a bargaining unit member being ordered by a supervisor to come to work outside their normal work schedule. Members called out during their regular time off will be paid at a minimum rate of 1 and ½ their hourly rate if they are called back outside of 60 minutes of being off work or more than 60 minutes prior to their work schedule. Members who are called back outside the 60-minute window will be paid a minimum of three (3) hours of 1 and ½ times the member's hourly rate. The remaining hours will be paid at 1 and ½ times the member's hourly rate unless the holiday falls on a member's regular workday.

- (a) Members who are called out on an agency holiday will receive double-time payment for all hours worked on the holiday up to eight (8) hours. Any hours beyond eight (8) hours shall be paid at time and a half the member's hourly rate.

22.3 "On Call" is defined as time, outside the normal working hours of the member concerned when the member is otherwise considered to be off duty but has previously been ordered by the Sheriff, or his/her designee, to be available to promptly return to work, if called.

- (a) A member is required to leave contact information (i.e., telephone number)
- (b) Bargaining unit members who are placed on an on-call status will be compensated \$2.00 per hour for each hour of on-call status:

- (c) On-call status shall not apply to any members of any specialty team unless that member is specifically placed on on-call status by the member's Team Commander.

ARTICLE 23 SPECIAL EVENTS ASSIGNMENTS

23.1 Special events are generally defined as events which require pre-planning and coordination of personnel and other resources. Examples include, but are not limited to, football games, parades, demonstrations, charity events, Springtime Tallahassee, Fourth of July, Winter Festival, Deputies Without Borders, etc.

23.2 For all FSU football games, bargaining unit members shall be compensated at \$45 per hour, or their overtime rate, whichever is greater, with a three (3) hour minimum.

23.3 Employees who are required to work special events or are called back to cover special events shall be given a minimum of 14 calendar days' notice of such assignments except in cases of emergency or when the Sheriff's Office does not have at least 21 calendar days prior notice of such events.

23.4 Failure to notify an employee within 14 calendar days alleviates the employee from having to work the special event assignment except in cases of emergency or when the Sheriff's Office does not have at least 21 calendar days prior notice of such events.

ARTICLE 24 EXTRA DUTY EMPLOYMENT

24.1 Request/Approval of Extra Duty Employment:

Any sworn member who desires to work extra duty shall submit a request on an approved form, via the chain-of-command, to the Extra Duty Office (EDO). Approval for any request to work extra duty employment is permanent once approved.

24.2 Staffing Levels

Extra-duty employment for large events must provide for a sufficient number of deputies to ensure safe and efficient coverage during the event. The Sheriff or designee will determine appropriate staffing levels consistent with agency policy. The Sheriff's Office makes no expressed guarantee that an extra-duty job will be filled. If the employment opportunity is consistent with agency policy, the EDO Coordinator shall prepare an Extra Duty Employment Request Form. Employment opportunities are not considered approved until an EDO Supervisor or designee has reviewed and approved the request form.

24.3 Extra-Duty Employment Notification

Extra-duty employment notifications will be posted via agency email or sent out via Mobile Data Computer. Upon inquiry, telephone notifications may also be made. Any eligible member desiring to work extra-duty shall be afforded equal opportunity to do so by contacting the EDO or, when listed, the job coordinator identified on the posted notification form.

24.4 Payment for Extra Duty Services and Administrative Fees:

For employment in the capacity of a deputy sheriff, deputies will request an hourly wage based on the Sheriff's recommendation with a minimum hourly wage of \$45. There shall be a minimum assessment of three (3) hours on all assignments requiring less than that amount of time. The rate of pay for law enforcement extra-duty work on the agency's approved and recognized holidays will be at one and one-half the current prevailing rate.

An hourly administrative fee will be established to offset the cost of equipment and applicable member expenses not to exceed \$3 per hour. Fees for increments of time less than an hour will be prorated. The assigned extra-duty deputy will be responsible for collecting the administrative fee and submitting the same in the form of a check or money order to the EDO. Any exception to the administrative fee must be approved by the applicable Assistant Sheriff. Deputies shall be responsible for collecting any and all monies owed to the deputy for working an extra-duty detail. A public agency or private entity shall not submit money for a deputy working a detail to the Sheriff's Office for the purpose of having the Sheriff's Office then pay the deputy. Nor shall a public agency or private entity submit the administrative fee to the Sheriff's Office.

The administrative fee shall be paid in accordance with General Order 22.3, issued July 5, 2017.

24.5 Solicitation

Deputies shall not solicit extra-duty law enforcement-related employment or enter into extra-duty work agreements other than as approved in this order.

24.6 Assignment of Details

All temporary extra duty details and long-term extra-duty detail assignments shall be made as fairly as possible. An EDO Supervisor shall have the authority to adjust the number of assignments based on the total number of extra-duty personnel available. All available assignments shall be available for review in the EDO. Long term extra-duty details shall be assigned a detail coordinator. Detail coordinators will schedule and staff their assigned jobs. The detail coordinator shall provide a schedule to the extra duty office when requested.

The EDO will maintain records of all details worked by deputies, as well as all administrative fees owed and collected. Any change in staffing must be reported to the EDO in a timely manner, prior to the employment, if possible. Signing-up for extra-duty employment in order to give the assignment to another deputy is strictly prohibited.

24.7 Extra-Duty Injuries/Disability Benefits

Injuries and disabilities sustained during official law enforcement actions shall be reported and documented pursuant to current agency policy and procedure.

When deputies working extra-duty observe a violation of law, and take affirmative law enforcement action, they are immediately transferred to an "on-duty" status and are covered under G.O. 22.4. Members injured during extra-duty employment, while taking a law enforcement action, shall as soon as possible notify their supervisor and the Watch Commander of the injury, and complete the appropriate *First Report of Injury* documentation, in accordance with the provisions in G.O. 22.4.

24.8 Operational Procedures

All General Orders and policies shall apply to deputies when working extra duty. Deputies working extra-duty details shall wear the official standard Class A or Class B Sheriff's Office uniform, as described in General Order 109, effective July 29th, 2021, unless specifically authorized otherwise by the Department of Administrative Services Chief, the member's Division Captain, or designee. Deputies shall report to the location of the extra-duty employment at the assigned time.

A member's work hours for extra-duty employment shall be scheduled in such a manner as to not conflict or interfere with his/her performance of duty. The deputy shall provide sufficient time for rest between all extra-duty employment and regularly scheduled on-duty employment. Members may not work more than sixteen (16) hours in any twenty-four (24) hour period, including regular shift and extra-duty employment.

24.9 Inspection and Control of Extra-Duty Work Performance

The Sheriff's Office reserves the right to inspect deputies engaged in extra-duty work assignments to ensure conformity of Sheriff's Office policies and procedures.

24.10 Detail Management System

The Extra Duty Office shall utilize a detail management system to document and track all extra-duty worked by agency members. All deputies approved to work extra-duty employment shall be provided with access to their detail management account.

ARTICLE 25 LATERAL TRANSFERS

25.1 Lateral Transfer Defined

A lateral transfer is defined as the transfer of a member from a position within the bargaining unit to another position within the bargaining unit.

25.2 Voluntary Lateral Transfer

As it pertains to units within the collective bargaining unit, all sworn personnel may request a voluntary lateral transfer by submitting a vacancy request via their chain of command to the HR Office.

25.3 Administrative Lateral Transfer

The association recognizes that the Sheriff or designee has the right to laterally transfer a member of the bargaining unit based on agency needs. The Sheriff agrees that all administrative lateral transfers shall be preceded by a minimum of a fourteen (14) day notice to the bargaining unit member prior to the transfer date.

25.4 Process

The process for any lateral transfer shall be controlled by Standard Operating Procedure 105, revised, effective May 28th, 2020.

ARTICLE 26 SENIORITY

26.1 Definition. For the purposes of this agreement, Seniority shall be defined continuous service as a deputy sheriff; provided however that a bargaining unit member shall be considered to have a break in service when the bargaining unit member separates and is not on the Sheriff's payroll for at least thirty-one (31) calendar days following the separation. Bargaining unit members who are on military leave shall not be considered to have a break in service while on active duty or on voluntary leave without pay.

26.2 Seniority Application. Except under extraordinary circumstances, vacations, shifts, shift transfers, and regular days off shall be scheduled with due regard for the needs of the Sheriff's Office, seniority, and employee preference. The PBA and the Sheriff understand that there may be times when the needs of the Sheriff's Office will not permit such scheduling.

26.3 Seniority shall be considered in determining the following:

- Permanent work shift assignments
- Involuntary special events or temporary operational assignments

ARTICLE 27 PROMOTIONS

For the purposes of this Article, promotions will be defined as moving an employee from a position in one class in the bargaining unit to the position of Sergeant.

The promotional process will be as follows:

- (1) The Sheriff shall create a vacancy request and set qualifications for promotion for bargaining units.
- (2) The agency shall create a 100 question, multiple choice, and true/false test based on general orders, Florida Statutes, policy and procedures and legal bulletins.
 - (a) Each question will be valued at 1 pt.
 - (b) Each candidate must pass with a minimum score of 80%. If a score of 80% is not made that candidate will not move on to next phase.
 - (c) A member who receives a minimum of 80% will advance to the next phase.
- (3) Report Review Exercise

The agency will create three (3) reports, based on common reports generated by patrol deputies related to patrol investigations. A rubric for the evaluation of the written exercise will be provided to all eligible candidates. A correct report will be used to evaluate the work product of the candidate. A member who receives a minimum of 80% will advance to the next phase.

- (4) Critical Incident Exercise
 - (a) Three (3) scenarios based of general orders, Florida Statutes, policy and procedures and legal bulletins related to the sergeant's responsibilities on a critical incident scene before relinquishing command.
 - (b) The agency will create a check list of responsibilities based on general orders for the critical incident that is chosen.
 - (c) The agency will provide candidates with a list of potential critical incidents to be used in the exercise.
 - (d) A passing score of 80% will be required to move on to the next phase and will be based on getting 80% of the pre-determined responsibilities for critical incident response.

- (5) The list of candidates who pass the process will be in alphabetical order and be valid for one (1) year from the date of posting.
- (6) Candidates that pass the process listed above may appear for an interview at the request of the Sheriff, or their designee.

The Sheriff may promote any candidate on the final list into any vacant sergeant position or into any sergeant position created or vacated during the time this list is active.

ARTICLE 28

WAGES

28.1 Employee Compensation

Compensation for members of the bargaining unit will be administered in accordance with LCSO General Order 22.1 (Employee Compensation), effective July 11, 2017, and this Agreement. The Association and the Sheriff agrees to support the goal of paying all overtime in lieu of granting compensatory leave unless the budget precludes payment of overtime, or the bargaining unit members elects to be paid in compensatory time.

28.2 Compensation for Fiscal Year 2023

- A. Effective October 1st, 2022, the base salary for a collective bargaining unit member employed full-time as a deputy sheriff will be set at \$46,614.00.
- B. Effective October 1st, 2022, the maximum base salary for a collective bargaining unit member employed full-time as a deputy sheriff will be set at \$89,640.97.
- C. A member of the collective bargaining unit whose base salary as of September 30, 2022, is less than \$67,720.00 will receive an increase of \$3,386.00 to their base salary.
- D. A member of the collective bargaining unit whose base salary as of September 30, 2022, is greater than \$67,720.01 will receive a five percent (5%) increase to their base salary.
- E. Effective April 1st, 2023, the base annual salary for a bargaining unit member shall be set at \$50,000. Effective April 1st, 2023, any member of the collective bargaining unit whose salary is less than \$50,000.00 shall have their salary increased to \$50,000.00. For example, if a member's salary on March 31st, 2023, is \$49,250.00, the member will receive a \$750.00 salary increase on April 1st, 2023.
- F. For Fiscal Year 2022-2023, the parties agree that the established Step Plan shall be paused. For Fiscal Year 2023-2024, the parties will have a mutual goal of addressing

longevity for purposes of compensation.

G. Any amount greater than \$89,640.97 will be provided to the collective bargaining unit member as a longevity bonus, paid in equal parts over the fiscal year (26 paychecks). For example, a collective bargaining unit member whose base as of September 30, 2022, is \$88,210.97 will receive a salary increase of \$1,430.00 bringing their salary to \$89,640.97 and a longevity bonus of \$3,052.05 (paid over 26 payments).

28.3 Assignment Pay

A. Any unit member who has been placed in the below specialized assignment will receive an assignment pay, to be paid each pay period, while performing duties for the specialized unit. All unit members will be limited to two (2) assignments. Any decision by the Sheriff to appoint unit members to assignments, to move unit members from assignments and thereby lose their assignment pay, shall be subject to the grievance procedures contained in this Agreement. The assignment pay will be provided in accordance with the following schedule and shall be effective October 1st, 2022.

SWAT Team	\$150 bi-weekly
Hostage Team	\$125 bi-weekly
Bomb Team	\$125 bi-weekly
Dive Team	\$100 bi-weekly
Drone Team	\$100 bi-weekly
Field Training Officer (FTO)	\$100 bi-weekly
Field Training Officer II (FTOII)	\$100 bi-weekly
K-9 Unit	\$125 bi-weekly
Honor Guard	\$100 bi-weekly
Rapid Response Team	\$100 bi-weekly
Aviation (Pilot)	\$153.85 bi-weekly

B. Any member who is assigned to the K-9 unit shall receive one hour of the members Florida's minimum wage not to exceed seven (7) hours per pay period in addition to the above bi-weekly schedule.

C. Any member assigned to FTO or FTO II shall receive \$25.00 per day that the member generates a Daily Observation Report (DOR) when assigned a trainee in the Field Training Program in addition to the above bi-weekly schedule. The \$25.00 per DOR pay shall be entered into the bargaining unit member's Time Clock Plus payroll under a pay code designated by the Sheriff.

D. Any bargaining unit member assigned to a specialty team in Section 2.A above shall be expected to respond, for the specialty team purposes, in a timely manner when notified.

28.4 Detective Clothing Pay

Detectives (except Crime Scene Unit) will receive a clothing allowance of \$75.00 bi-weekly.

ARTICLE 29 CONSULTATION AND NEGOTIATIONS

29.1 The Sheriff and/or his designated representative(s) (up to a total of five (5) shall meet and consult on an as needed basis but at least once per quarter, unless mutually waived by the parties, with five (5) representative(s) designated by the President of the Association on County law enforcement activities, on any matters which are not covered by this Agreement, and on questions relating to the implementation of this Agreement. Attendance by Association representatives will not be considered on-duty time for compensation purposes for members attending during their assigned work shift, up to a maximum of four (4) members. Bargaining unit members who are scheduled to work shall be released without prejudice and will utilize PBA Pool Time, in accordance with Article 5 of this Agreement, in Time Clock Plus with a code designated by the Sheriff.

29.2 Each party shall submit an agenda to the other party at least seven (7) calendar days prior to each meeting date, and only agenda items will be discussed at the meeting; except with the mutual agreement of the parties, other items not on the agenda may be discussed.

29.3 It is understood that these meetings shall not be used for negotiation purposes.

29.4 Members of the bargaining unit who serve as Association representatives shall be excused without prejudice for consultation and negotiations purposes with a maximum of four (4) members. Bargaining unit members will utilize PBA Pool Time, in accordance with Article 5 of this Agreement, in Time Clock Plus with a code designated by the Sheriff.

ARTICLE 30 MANAGEMENT RIGHTS

30.1 The Union recognizes the right of the Sheriff to operate and manage his affairs in all respects in accordance with his responsibilities. The powers and authority which the Sheriff previously possessed prior to this Agreement and which the Sheriff has not specifically and unambiguously abridged, delegated, modified or limited by the Agreement are retained by the Sheriff, and may be exercised in accordance with the provisions of this Agreement.

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

- (a) To determine the mission and policies of the Sheriff's Office;
- (b) To determine the organization of the Sheriff's Office;

- (c) To determine the purpose and function of the Sheriff's Office and its constituent Departments, Divisions, Sections, and Units;
- (d) To set standards of service to be offered to the public and determine the methods for providing said service;
- (e) To determine methods of financing and budgeting;
- (f) To manage and direct the employees of the Sheriff's Office;
- (g) To determine the location, methods, means, materials, equipment and personnel by which operations are to be conducted;
- (h) To determine the number of employees to be employed by the Sheriff;
- (i) To establish, change or modify the number, types, and grades of positions or employees assigned to a Department, Division, Section and Unit;
- (j) To establish, change or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements;
- (k) To increase, reduce, modify, or alter the composition and size of the work force, relieve employees from their duties if they are not fit for duty;
- (l) To determine the qualifications of employees covered by this Agreement, and to hire, examine, classify, promote, train, transfer, and retain employees in positions with the Sheriff's Office;
- (m) To assign work and overtime, to establish and change work schedules, and to determine the starting and quitting time and number of hours to be worked;
- (n) To establish and modify productivity and performance programs and standards;
- (o) To maintain discipline and to suspend, demote, discharge, or otherwise discipline employees for just cause;
- (p) To establish, implement, or modify an internal security procedure;

30.3 It is agreed that the above-listed management right shall not be deemed to exclude other rights of management not specifically listed above. However, the Sheriff or his designee can exercise only those managerial functions that do not violate or abridge this Agreement. Any written Article in this Agreement will supersede any claim to management's rights outlined in this Article.

30.4 If the Sheriff, Governor, or Leon County Board of County Commissioners determines that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane or tornado conditions, epidemics, strikes, or other similar catastrophes or disorders, the provisions of this Agreement may be suspended during the time of the emergency, provided that wage rates and fringe benefits shall not be suspended. Further, the Sheriff, or his designee, may suspend vacation leaves and other leave, excluding any FMLA leave up to seventy-two (72) hours prior to the emergency, during the time of the emergency and up to twenty-four (24) hours after the emergency. During the time of an emergency, the Parties may mutually agree to toll the Grievance timeframe in order to allow the emergency to conclude.

ARTICLE 31 SAVINGS CLAUSE

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

ARTICLE 32 TOTALITY OF AGREEMENT

32.1 The Sheriff and the PBA acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the Sheriff and the PBA thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the Parties for its duration. Any subject covered by a policy, General Order or Standard Operating Procedure of the Sheriff in effect at the time of the execution of this Agreement, and for which no provision within this Agreement exists, shall be controlling. Any subject covered by this Agreement shall be controlled by this Agreement and shall not be controlled by a policy, General Order or Standard Operating Procedure.

In the event that the Sheriff wishes to change a policy, General Order or Standard Operating Procedure that directly impacts or relates to a term and condition of a bargaining unit member's employment, the Sheriff shall send the proposed changes to the PBA President for review and approval prior to implementation. This review shall be completed by the PBA within fourteen (14) calendar days.

32.2 Memorandum of Understandings

The parties recognize that during the term of this Agreement situations may arise which require

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

ARTICLE 33 INDEMNIFICATION

33.1 The Sheriff shall, upon the request of a bargaining unit member and after notice of a suit against that bargaining unit member has been given to the Sheriff's general counsel within five (5) days after service of the bargaining unit member, will provide a defense for that bargaining unit member against any civil lawsuit seeking damages provided the bargaining unit member was acting within the scope of employment and the bargaining unit member did not act in bad faith, with malicious purpose, or in a manner exhibiting willful and wanton disregard of human rights, safety, or property.

33.2 In a civil lawsuit seeking damages where a defense is provided by the Sheriff, the Sheriff will indemnify the bargaining unit member against any judgment levied or any amount paid in settlement in such a suit, provided that the actions or inactions by the bargaining unit member which form the basis of such damages settlement amounts were within the bargaining unit member's scope of employment and the bargaining unit member did not act in bad faith, with malicious purpose, or in a manner exhibiting willful and wanton disregard of human rights, safety, or property.

33.3 Any bargaining unit member for whom a legal defense is provided shall cooperate fully with that bargaining unit member's defense counsel. If the bargaining unit member and the Sheriff are represented by the same defense counsel, the member shall cooperate fully with both the Sheriff's general counsel and any legal representative assigned to represent the member and the Sheriff in the lawsuit at issue.

33.4 Nothing in this Article or in this Agreement shall be interpreted to require or obligate the Sheriff to provide any legal defense or representative to any bargaining unit member for any lawsuit that is not based upon any action or inaction by a bargaining unit member that is outside the scope of employment. In addition, the Sheriff is not required or obligated to provide a legal representative to any bargaining unit member in any legal action between the bargaining unit member and the Sheriff.

ARTICLE 34 WELLNESS BRIEFINGS

34.1 **PURPOSE AND SCOPE** - Annual wellness briefings are part of the Leon County Sheriff's Office overall employee safety program. This program serves the well-being of the bargaining unit members. Law enforcement officers may encounter traumatic scenes and events on a regular and

continual basis. Law enforcement officers receive ongoing training to maintain and update their professional skills. In addition to professional competency, the Leon County Sheriff's Office believes that it is critical to care for employees' wellness.

34.2 Effective January 1, 2023, bargaining unit members are required to attend an annual wellness briefing session with a Mental Health Professional ("MHP"). The cost of the session will be paid by the Sheriff. The member is considered on-duty for compensation purposes, and the hours spent at the session, as well as travel time to and from the session, count towards overtime calculation.

34.3 CONFIDENTIALITY

- a. Briefings are mandatory and confidential. The Sheriff recognizes the communications between a bargaining unit member and the MHP to be privileged communication and thus confidential.
- b. Sheriff's representatives shall not inquire, compel, or order the MHP or the bargaining unit member to discuss any of the content of the session between them.
- c. The briefing shall not be a Fitness for Duty evaluation.
- d. The only exception to confidentiality is when the MHP release of information is required by law to prevent harm to self or others.

37.4 Bargaining Unit Member Responsibility.

- a. The scheduling of the wellness briefing shall be completed by Human Resources in conjunction with the bargaining unit member every calendar year with a MHP designated by the Sheriff. Upon completion, proof of attendance on a form provided by the Sheriff shall be submitted to Human Resources.
- b. The bargaining unit member is responsible for attending one wellness briefing each calendar year.
- c. Any follow-up appointments are scheduled between the bargaining unit member and the MHP will not be divulged to the Sheriff.

ARTICLE 35 DURATION

35.1 Term

This Agreement shall become effective on October 1st, 2022 and shall remain in full force and effect through September 30, 2025. This Agreement shall remain in full force and be effective

during the period of negotiation.

35.2 Re-Openers

The following shall be subject to renegotiation on an annual basis beginning on December 1 of each fiscal year: Wages (Article 28) and up to two (2) articles chosen by each Party.

35.3 Successor Contract

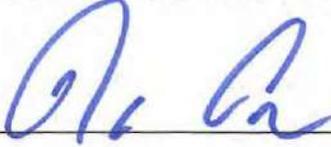
Negotiations for a successor Agreement shall begin no later than December 1 of the year preceding the expiration of this Agreement. In the event that the Sheriff and the PBA fail to ratify a successor Agreement prior to the expiration date of this Agreement, there will be no changes in wages or benefits until the Parties have ratified a new Agreement or until the statutory impasse procedures have been exhausted.

35.4 Notices

Notices hereunder shall be given by registered or certified mail, and if by the Sheriff shall be addressed to the Association at 300 East Brevard Street, Tallahassee, Florida 32301; and if by the Association shall be addressed to the Sheriff at 2825 Municipal Way, Tallahassee, Florida 32304. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

IN WITNESS HEREOF, the parties have signed this AGREEMENT to be effective as of October 1, 2022.

RECOMMENDED FOR THE SHERIFF

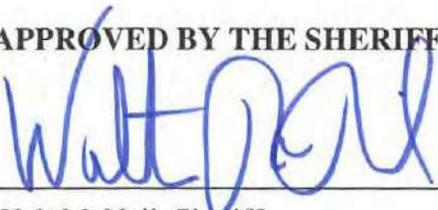


Chief of Staff Ronald Cave
Assistant Sheriff of Administration

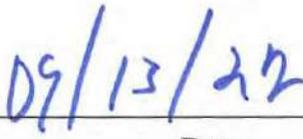


Date

APPROVED BY THE SHERIFF



Walt McNeil, Sheriff

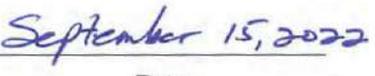


Date

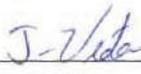
APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.



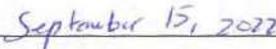
George J. Corwine
Chief Negotiator / Field Representative
Florida Police Benevolent Association, Inc.



Date



Javier Vides
Leon County PBA



Date

APPENDIX A
LEON COUNTY SHERIFF'S OFFICE
FL PBA GRIEVANCE FORM

STEP – 1 2 3
(Circle appropriate step)

Employee's Name _____

Rank _____

Unit _____

Division _____

DESCRIPTION OF GRIEVANCE: (If space is insufficient to write complete information, attach a separate sheet)

INCIDENT DATE:

SECTION OF AGREEMENT WHICH HAS ALLEGEDLY BEEN VIOLATED:

RELIEF REQUESTED:

IF REPRESENTATIVE DESIRED:

Name of My Representative:

Telephone:

FOR GROUP GRIEVANCES ONLY - I have been designated by the following named employees to act as spokesperson and be responsible for processing the above grievance in their behalf:

SIGNED _____

Date Submitted. _____ on behalf of _____.

SUBMITTED TO: Name _____

Title _____

Appendix B

**FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.
PAYROLL DEDUCTION AUTHORIZATION**

I hereby assign to the Florida Police Benevolent Association, Inc. from any wages earned or to be earned by me as your employer, my periodic dues in such amounts as are now or hereafter established by the Florida Police Benevolent Association. I authorize and direct you to deduct and withhold such amounts from my salary and to remit the same to said Association. I hereby waive all rights and claims to said monies deducted and transmitted in accordance with this assignment with this assignment and authorization shall be revocable at any time upon thirty (30) days written notification to my employer and the Association.

Department Name (please print)

Bargaining Unit (if applicable)

Name (please print)

SSN

Signature

Date