

**Collective Bargaining Agreement Between the
Florida Police Benevolent Association, Inc.**



**and the
Sheriff of Santa Rosa County
Certification Number 1804
Law Enforcement Sergeants and Lieutenants**

Through March 31, 2023

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AGREEMENT

This agreement is between the Office of Sheriff of Santa Rosa County, Florida (hereinafter called “Sheriff” or “SRSO”) and the Florida Police Benevolent Association, Inc. (hereinafter called “Union”).

ARTICLE 1

RECOGNITION

The Sheriff acknowledges that the Public Employee Relations Commission (hereinafter called “PERC”) has certified the Union as the exclusive collective bargaining agent for law enforcement officers in the classification contained within the bargaining unit described in the PERC Certification No. 1800. Recognition will terminate immediately upon the revocation of certification by PERC. This agreement is intended to specifically exclude all other employee classifications, whether full-time, part-time, compensated, or non-compensated officers, employees, or auxiliary members.

The parties may, however, mutually agree to include or exclude employee classifications under this agreement if changes during this agreement warrant the addition or deletion of these classifications, such as those created by merging or re-titling classifications or the elimination of existing classifications where the creation of new ones would satisfy PERC standards for inclusion in the bargaining unit.

ARTICLE 2

DEFINITIONS

- A. “Sheriff” means the elected or appointed sheriff or his designee.
- B. Reference to employees of the male gender such as “he”, “him” or “his” is used for convenience only and shall be construed to include both male and female employees.
- C. Unless otherwise stated, reference to “days” in this agreement means “calendar” days.
- D. “Civil Service Act” means Laws of Florida, Chapter 79-561, as amended and its implementing rules.
- E. The Collective Bargaining Agreement (CBA) refers to the agreements reached between the Sheriff and PBA with respect to wages, hours and terms and conditions of employment set forth in a written agreement ratified by bargaining unit employees. It includes such other agreements, commonly termed memoranda of understandings, which are reached

between the parties during the term of the bargaining relationship and reduced to writing.

F. "General Order" shall mean Santa Rosa County Sheriff's Office General Orders.

ARTICLE 3 NON-DISCRIMINATION

The Sheriff and Union fully recognize that the Sheriff has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing adequate procedures established by the State of Florida and the federal government. Therefore, claims of employment discrimination against the Sheriff, its officers, or representatives shall not be grievable as a violation of this agreement.

ARTICLE 4 NO STRIKES

The Union agrees that during the period that it serves as bargaining agent neither it nor its officers, agents, representatives, or bargaining unit members will authorize, institute, aid, condone or engage in any work slow-down, work stoppage, or strike; interfere with the work and statutory functions or obligations of the Sheriff's Office; or engage in any other activities which are prohibited and defined in Section 447.203(6), 447.501(2), 447.505, 447.507, and 447.509, Florida Statutes. Said Union officers, agents and representatives agree that it is their continuing obligation to maintain compliance with this article and the state law.

The Union supports the Sheriff fully in maintaining normal operations and agrees that its officers, agents or representatives, shall, to the fullest extent possible, abide by the provisions of this article and the law by remaining at work during any interruption by others and to make every effort to compel bargaining unit members to cease their engagement in the activities recited in the preceding paragraph and to return to work and publicly disavow the strike. The Union shall be liable for damages which might be suffered by the Sheriff's Office as a result of a violation of this no strike provision by its officers, agents, representatives or bargaining unit members. The amount of these damages shall be determined by a circuit court pursuant to the provisions of Section 447.507(4), Florida Statutes. The parties agree that the Sheriff shall have the right to discharge or otherwise discipline any bargaining unit member who engages in any activity defined by this provision. Any such discharge or disciplinary action shall be subject to the grievance procedure under this agreement.

ARTICLE 5

MANAGEMENT RIGHTS

The Union recognizes that all statutory and inherent managerial rights, prerogatives, and functions are retained and invested exclusively in the Sheriff, except as expressly modified or restricted by a specific provision of this agreement or the Civil Service Act and its implementing Rules.

The Union recognizes that the Sheriff has the sole exclusive rights, powers, authority, judgment and discretion, including but not limited to the following:

1. To determine the organization of Sheriff's operations.
2. To determine the purpose of each of its constituent departments or subdivisions.
3. To exercise control and discretion over the organization and efficiency of operations of the Sheriff.
4. To set standards of productivity and for the services to be rendered.
5. To manage and direct the officers and appointees of the Sheriff.
6. To select appointees, to hire officers, determine their qualifications, assign and direct their work; to classify, transfer, promote, train, schedule, retrain, lay-off, and recall officers.
7. To reprimand, suspend, demote, discharge, or otherwise discipline officers and appointees for just cause.
8. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve officers and appointees from duties because of lack of work, funds or other legitimate reasons that are not in conflict with this agreement.
9. To determine the location, methods, means and personnel by which operations are to be conducted.
10. To determine the number of officers and appointees of the Sheriff's Office.
11. To establish, change, modify, expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, service or project.
12. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.

13. To establish, implement and maintain an effective internal security practice.
14. To set dress code, uniform standards, and to select weapons, safety equipment and vehicles.
15. To set the starting and quitting time and to schedule the number of hours and shifts to be worked.
16. To approve or disapprove time off from work or leave without pay.
17. To use independent contractors to perform work or services; to subcontract, contract out, close down or relocate the Sheriffs operations or portions thereof.
18. To control and regulate the use of Sheriffs vehicles, weapons, facilities, equipment, and other property of the Sheriff.
19. To establish, change, combine or modify the duties, tasks, responsibilities, or requirements within position descriptions, and policies, rules and regulation of the Sheriff.
20. To promulgate and enforce the Sheriff's policies and procedures manual and those policies required to comply with accreditation standards or recommendations.

Neither the Sheriff's exercise of a right, prerogative, or function, hereby reserved to the Sheriff nor the failure to do so shall be considered a waiver of the Sheriff's right to exercise its rights and prerogatives in some other way not in conflict with the express provisions of this agreement.

However, nothing in this article is considered a waiver by the Union of the right to bargain or impact bargain over those subjects of mandatory bargaining as may be determined by the Public Employee Relations Commission (PERC) or law.

If a civil emergency is declared under state law, the provisions of this agreement may be suspended by the Sheriff during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended, and grievances may be filed after the emergency over actions taken during the emergency.

It is understood by the parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described and employees, at the direction of management, may be required to perform other job-related duties not specifically contained in their job description.

ARTICLE 6 **DUES CHECK-OFF**

Deductions

During the term of this agreement, the Sheriff agrees to deduct Union membership dues in an amount established by the Union and certified in writing to the Sheriff by the President or Executive Director of the PBA 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 Union. (Appendix A). Such deductions will be made when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization.

The Union shall advise the Sheriff of any increase in dues in writing at least thirty (30) days prior to its effective date.

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

Termination of Deductions

Deductions of Union dues shall continue until either:

1. Revoked by the employee by providing the Sheriff and the Union within thirty (30) days written notice that he is terminating the prior check off authorization;
2. Revoked pursuant to Section 447.507, Florida Statutes;
3. The termination of employment; or
4. The transfer, promotion or demotion of the employee out of this bargaining unit.

If these deductions are continued when any of the above situations occur, the Union shall upon notice of the error, reimburse the employee for the deduction that was improperly withheld. Instructions to stop payment of Union dues form are set forth as Appendix B.

Insufficient Pay for Deduction

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

The Sheriff will not be required to process dues check off authorization forms that are:

1. Incorrectly and/or incompletely filled out;
2. Post-dated; or
3. Submitted to the Sheriff more than sixty (60) days following the date of the employee's signature.

Indemnification

The Union 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 actions taken or not taken by the Sheriff, its officials, agents, and employees in complying with this article. The Union shall promptly refund to the Sheriff any funds received in accordance with this article which are in excess of the amount of dues which the Sheriff has agreed to deduct. Appendix B entitled termination of deduction should read:

Instructions to stop Payment/Deduction of Union Dues

I hereby instruct the Sheriff of Santa Rosa County to stop deducting from my paycheck each month the current regular monthly Union dues. A copy of these instructions has been sent to the Union.

Name: _____

Address: _____

Signature: _____

Date: _____

ARTICLE 7

SENIORITY

Section 1 – Seniority

For the purposes of this agreement, seniority shall be the continuous service time employed with the Santa Rosa Sheriff's Office; except employees under military orders, employees who terminate employment and return after 31 days will lose seniority rights and will be required to go through the mandatory probationary

period if the Sheriff so elects. The 31-day limit shall apply to the terms of the agreement and policies within the department.

The term “rank” when used, in this Article, shall mean deputy, sergeant and lieutenant respectively. Rank seniority shall be determined by the date of appointment to the respective rank. If two or more members attain rank seniority on the same date, seniority standing shall be determined by the start date of continuous service time. In the event of the start date of continuous service time is the same the final composite score in the promotional process for the current rank will be used to determine seniority.

Section 2 – Seniority Application

Except for the special operational needs of the Sheriff, vacations, holidays, and regular days off shall be determined and scheduled based on first request in, first request granted basis. In the event a request for leave for the same timeframe is submitted by two persons at the same time, seniority shall be used to determine which leave request will be granted. The Sheriff and Union understand that there may be times when the needs of the Sheriff will not permit such scheduling or that alternate scheduling shall be approved to ensure equitable distribution of holidays or annual leave.

In the event a job vacancy exists in an existing or new job classification (not a promotional vacancy), seniority will be given consideration, but will not be the determining factor. Seniority shall accrue during absence because of work-related injury; vacation, military leave, or other authorized leave. The deputies shall not accrue seniority while on any type of non-paid leave.

In the event of a layoff for any reason, members shall be laid off in the inverse order of rank seniority in the affected rank(s). Deputies who are to be laid off who have advanced to their present rank from a lower rank in which they held a permanent appointment, shall be offered a position in a lower rank for which the deputy is qualified. If the deputy has higher seniority than the lowest seniority deputy in the lower rank the Sheriff has the right to assign the newest reassigned deputy to a position that is in the agency’s best interest. Seniority in the lower rank shall be established according to the date of the deputy’s permanent appointment to that rank. Employees who do not accept a lower rank shall be terminated. Employees shall be reinstated according to seniority in the rank from which the employee was laid off. Employees who do not accept reinstatement shall be terminated except if the refusal is for good cause. The pay of any deputy who elects not to return to a higher rank when offered will be reduced to a comparable salary at the lower rank.

ARTICLE 8 **EMPLOYEE REPRESENTATION AND** **UNION ACTIVITIES**

Section 1 – Representation

From the employees in the bargaining unit, the Union shall select four (4) representatives of the Union, and shall furnish to the Sheriff and keep up-to-date a list of all such employees authorized to act as representatives. The Sheriff will not recognize any representative whose name does not appear on the appropriate list. In addition, the Union shall furnish to the Sheriff and keep up-to-date a list of full-time staff representatives. Where Union representation is requested by an employee, the representative shall be a person whose name appears on the Union's list or an attorney.

Unless mutually agreed by the Sheriff and the Union, the Union agrees that during the term of this agreement the Union and the employees covered hereunder shall deal only with the Sheriff or his/her representative in matters related to collective bargaining. This does not preclude the Union or its representatives from appearing before the Civil Service Board nor does it waive participation in impasse proceedings required by law or PERC; however, the Union bargaining unit agrees that neither the Union bargaining unit nor the employees hereunder shall seek to involve elected officials other than the Sheriff in the administration of this Agreement, or otherwise in the operation of the Santa Rosa County Sheriff's Office.

Section 2 – Representative Access

The Sheriff agrees that a Union representative authorized, and identified in Section 1 shall have access to unit employees for the purpose of processing grievances or prospective grievances arising under the agreement or during proceedings governed by the Section 112.532, Florida Statutes. Such access shall be limited to regular scheduled work time of the grievant or prospective grievant in a designated location. Such access shall not exceed thirty minutes, or for the duration of the proceeding governed by Section 112.532, Florida Statutes, unless specific approval is requested and received from the grievant and the representative's supervisor. The Union representative shall secure permission to enter designated Sheriff's Office areas for the purposes identified in this section.

Section 3 – Documents

The Union acknowledges that the Sheriff from time-to-time may establish, make changes, combine, or modify the duties, tasks, responsibilities, or requirements within the job descriptions, policies, rules, regulations of the Sheriff's Office, and other official documents setting forth rules, regulations, and operational procedures.

If the Sheriff seeks to make a change in such job descriptions, policies, rules, or regulations which affect wages, hours, or terms and conditions of employment of bargaining unit employees, except for the security policies of the Sheriff's Office, which shall remain confidential, it will post or otherwise notify unit employees. Except as deemed necessary by the Sheriff, no copy shall be made of any security policy or rule, nor shall it be furnished to non-authorized employees or persons. Violation of this provision shall subject the employee to disciplinary action and such disciplinary action is excluded from appeal through the grievance procedure in the agreement.

The Sheriff will furnish the Union representative, who is authorized and identified as set forth in Section 2, with a copy of said changes ten (10) working days prior to intended implementation whenever possible. The Union agrees that bar- gaining or impact bargaining, if applicable, will be deemed waived, if not requested in writing to the Sheriff within ten (10) working days after notice of the change is furnished to the Union. Any request for impact bargaining must specifically identify the impact that each change or modification has on the wages, hours, or terms and conditions of employment of bargaining unit employees. The Union's failure to comply with the specificity required by this provision constitutes a waiver of any bargaining regarding the change or modification of the job description, policy, rule, or regulation timely identification of impact is not made after notification of such non-compliance.

Section 4 – Recruit Class

If requested, the Sheriff's Office will provide the PBA, with the names of each new hire. Should the PBA so elect, it will be provided access to recruits for a lunch or dinner sponsored by the PBA which shall not occur during duty hours of the recruit. Additionally, if requested, the Sheriff's office shall grant the PBA an opportunity to address the recruits for a fifteen (15) minute period during orientation.

Section 5 – Negotiations/Consultations

The Union may designate up to four (4) employees within the bargaining unit to attend negotiations or consultations with the Sheriff or his representatives. This includes preparatory sessions held with the PBA in order to permit review or preparation of bargaining proposals or issues for consultation. If the employee is working he will be detached for purposes of the meeting and will not be required to take leave time. If the employee is on regular time off, the meeting shall not be considered work time.

Section 6 – Benefit Improvements

If during the term of this Agreement, the Sheriff provides an additional employment benefit, wage adjustment or salary increase to non-bargaining unit members or to a detention unit, the Sheriff shall notify the Association and, upon the request of the Association, negotiate over such benefit, adjustment or increase for bargaining unit members with the specific intent that the said benefit will be provided to the bargaining unit employees.

ARTICLE 9

CIVIL SERVICE ACT

1. The “Collective Bargaining Agreement” (CBA) takes precedence over the Civil Service Act Rules in those areas as specified in the CBA. Where there is no corresponding article in the CBA, the Civil Service Rules shall apply.
2. Should a modification in the Civil Service Rules be proposed and the Sheriff noticed of the change, the Sheriff recognizes the right of the PBA to negotiate over the proposed modifications if it changes or impacts the wages, hours or other terms and conditions of employment. The Sheriff and PBA will jointly notify the Civil Service Board of the request for negotiations and any mutual resolution reached between the parties.
3. A bargaining unit employee receiving a disciplinary action of a suspension, demotion, reduction in pay or termination shall retain the right to appeal such action either to the civil service board or the contractual grievance process but may not use both appeal processes.

ARTICLE 10

BULLETIN BOARD AND EMAIL

The Sheriff agrees to furnish bulletins board in locations as outlined in Rule 79-1 of the Civil Service Act. (See attached Appendix C) The Sheriff also agrees to allow the PBA to utilize the department's electronic mail system, which message shall be approved by the Sheriff or his designee prior to being sent to Union members. All electronic mail is subject to the Florida Public Records Act. Nothing in this article requires the Sheriff's Office to give the Union notice of a public records request.

The Union bulletin board and Department electronic mail shall be used only for the following notices:

1. Recreation and social affairs of the Union;
2. Union meetings;
3. Union elections;
4. Union benefits programs;
5. Current union contract; and
6. Other materials pertaining to the welfare of Union members.

Notices posted on the bulletin board shall not contain anything reflecting adversely on the Sheriff or on any of its officers or employees nor shall it contain any posted material which violates or has the effect of violating any law, rule, regulation, or policy of the Sheriff's Office. Posted notices shall not contain partisan political material.

All notices shall be on Union letterhead and bear the signature of the Union's authorized representative and a duplicate of each notice shall be delivered, faxed or electronically mailed to the HR Supervisor. If the Sheriff believes that the -document posted on the bulletin board is not in compliance with this section, its designated representative shall remove the document and notify a Union representative to discuss the objections and resolve the dispute.

ARTICLE 11 **WORK WEEK AND OVERTIME**

Section 1 – Workday

- A. Sworn members shall have a work period of eighty (80) hours in a fourteen (14) day period. Overtime will be paid at the rate of time and a half for hours worked over 80.
- B. For all members a “day” is defined as eight hours for disciplinary actions involving time off, loss of pay or accrued leave.
- C. All job assignments, including the hours to be worked and regular days off shall be determined by the agency and not by the individual member.

Section 2 – Compensatory Time

It is the intent of the Sheriff's Office to compensate deputies in the form of overtime payment for extra hours worked as described above; however, it is expressly understood that overtime compensation is dependent upon availability of funds as determined by the Sheriff's Office. If sufficient funds are not available, the Sheriff's Office and PBA shall meet in order to determine alternate forms of payment including the use of compensatory time. Any compensatory time program shall be in strict compliance with the Fair Labor Standards Act and shall be accrued at the overtime rate of time and one-half.

Article 12 **WAGES, INCENTIVE PAY and ALLOWANCES**

Section 1 – Pay Scale

- A. A separate pay scale shall be enacted for all sworn law enforcement positions within the Santa Rosa County Sheriff's Office. The pay scale depicted in Appendix D shall apply to all sworn law enforcement positions covered by this agreement. This pay scale shall represent the base pay. Any other pay and allowances awarded by this agreement shall be in addition to the deputy's base pay.

- 1. The pay scale is based on a two (2) decimal system for calculating the salaries.

B. The minimum pay for all pay grades shall only be adjusted when an across the board wage adjustment has been negotiated and subsequently funded by the Board of County Commissioners.

Section 2 – Range/Step Pay Plan

A. The Pay Scale for Law Enforcement Deputies shall be in accordance with Appendix D.

B. Court time shall be paid in accordance with the Sheriff's Office General Order D-001 and as follows. Bargaining unit employees will be compensated for attendance at official criminal justice/judicial proceedings resulting from the performance of their official duties as a member of the Sheriff's Office. Compensable court time hours begin from the time the employee leaves home to conduct Sheriff's Office duties and stops upon returning directly to home.

1. During an employee's off-duty hours, a minimum of two hours per day shall be guaranteed. However, if the employee's first court appearance begins within one (1) hour of the start of his/her shift or ends within one (1) hour of the end of his/her shift, a minimum of two hours per day shall be guaranteed. Compensation shall not be provided to members subpoenaed for cases unrelated to official Sheriff's Office business.

C. Witness Fees: Witness fees shall be paid in accordance with General Order D-001.

Section 3 – Salary Incentive Pay

Officers shall earn and be paid Salary Incentive Pay in accordance with the requirements and procedures established by the Criminal Justice Standards and Training Commission.

Section 4 – Salary Increases

A. Effective October 1, 2013, the following step increases will be implemented for bargaining unit employees. If an employee has not received the full number of approximate five (5%) percent step increases, the employees will receive a 5% increase regardless of time in service. If the employee has received 5 years of 5% step increases, the employee will receive a 2.5% increase. [The parties acknowledge that the exact percentage of each step increase may vary slightly from the 5% or 2.5% due to the application of percentages pay increases in the

past]. Effective no later than October 1, 2017, bargaining unit employees shall receive a ten percent (10%) salary adjustment and each step of the Santa Rosa Sheriff's Office Salary scale for sworn personnel shall be adjusted to each step with the sworn ranges, by a like percentage.

B. Nothing in this article shall preclude the Sheriff from awarding additional salary pay increases if the Sheriff determines adequate funds are available or should the County Commission provide additional funds for a salary adjustment for fiscal year 2017-2018.

Section 5 – Civilian Clothing Allowance

Any sworn law enforcement deputies permanently assigned to a position who are required to wear civilian attire shall receive a civilian clothing allowance of \$50.00 per month.

Section 6 – Assignment Pay

A. The Sheriff and the Union recognize that there are some assignments that are temporary in nature that are essential to the modern law enforcement mission. In order to adequately compensate those deputies assigned these additional responsibilities, the deputy will receive assignment pay in the following amounts:

B. Assignment Compensation Assignment Pay:

Assignment Compensation:

FTO -\$35 per day for any day in which the FTO has a trainee.

- Detective - \$150.00 per month (the amount is in addition to the detective clothing allowance).
- K-9 - \$150.00 per month
- SWAT - \$150.00 per month

Deputies are eligible to be compensated for only one special assignment and will be paid at the higher special assignment rate the deputy is eligible to receive.

- C. It is expressly understood that assignment compensation is dependent upon availability of funds as determined by the Sheriff's Office.

Section 7 – Training Compensation

- A. Any sworn employee who requests to attend training and is approved for the training will be compensated for time spent at training as follows:
 1. Hours spent in training on a scheduled work day will be considered work hours and paid as such within the following parameters:
 - a. If the time spent is less than the scheduled hours for that day, the supervisor may authorize the employee to take leave or require the employee to work for the remaining hours.
 - b. Hours spent in voluntary training in excess of the scheduled hours for that day will not be paid.
 2. Voluntary training held on a scheduled off day will not be paid.
 3. Training which is not directed by the agency is limited to forty (40) hours of compensable training per fiscal year.
- B. Any training held out of town will be paid at the hours spent in class. Travel to and from the class will be compensated in accordance with Sheriff's Office General Order D-001.

ARTICLE 13 INSURANCE BENEFITS

Bargaining unit members will receive the same insurance under the same terms as all other Sheriff's Office employees.

ARTICLE 14 DRUG TESTING

- A. The Sheriff and Union agree to drug testing of bargaining unit employees in accordance with the Sheriff's General Order D-020. (See attached Appendix E)
- B. All special risk employees certified under Chapter 943, Florida Statutes, are subject to random drug testing.

ARTICLE 15 **GRIEVANCE PROCEDURE**

Section 1 – Definitions

As used in this article:

“Grievance” shall mean a dispute involving the interpretation or application of specific provisions of this agreement, except as exclusions are noted in this agreement, including a disciplinary action. Alternatively, a disciplinary action for misconduct and performance deficiencies may be appealed under Laws of Florida, Chapter 79-561, as amended.

“Employee” shall mean a unit employee or group of unit employees having the same grievance. In the case of a group of employees, one shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

“Days” shall mean calendar days unless otherwise specified.

“Civil Service Act” is defined in Article 2 of this agreement, as amended.

Section 2 – Election of Remedy and Representation

An employee, who seeks to grieve disciplinary action, including discharge, will have the choice to utilize the procedures of the Civil Service Act, or the grievance procedure provided herein, but not both. Written reprimands may be grieved through Step 3 of the grievance procedure.

The grievance procedure of this agreement may not be used to process any grievance if the employee or Union is able to file an action with a federal or state administrative agency or court, including, but not limited to, the Fair Labor Standards Act, Americans with Disabilities Act, Family Medical Leave Act, Chapter 447, Part 11. Florida Statutes, Uniformed Service Employment and Reemployment Rights Act, Chapter 112.532, et seq., Florida Statutes.

When a grievance is filed under the article, the employee shall state in writing at Step I whether the Union has decided to represent the employee. If the Union declines to represent the employee, it shall provide written notice to the Sheriff. Once the Union chooses to represent the employee, any decision mutually agreed to by the Sheriff and the Union shall be binding on the employee.

Claims involving employment discrimination as set forth in Article 3 of this agreement or employee performance appraisals are not grievable.

When a non-disciplinary or performance based grievance is general in nature and it affects more than one employee regarding the same issue, such grievance shall be presented at Step 2, but within the time limits prescribed in Step 1.

If the Union decides not to represent the employee in the grievance procedure established in this agreement, any adjustment of the grievance shall be consistent with the terms of the agreement and the Union shall be given a reasonable opportunity to be present at any meeting conducted pursuant to the grievance procedure of this provision. An employee who uses the grievance procedure to process a grievance will be bound by the procedures established in this agreement.

The filing or pendency of any 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.

Once a grievance is filed, no new violations or issues can be raised related to that grievance.

The resolution of a grievance prior to arbitrable resolution shall not establish a precedent binding on either the Union or the Sheriff in subsequent cases.

Section 3 – Steps for Grievances

Grievances shall be presented and adjusted in the following manner. The HR Supervisor shall be the grievance coordinator.

Step 1:

A. At Step 1 the employee or his designated representative shall submit to his captain, a grievance form (Appendix F) setting forth the facts including dates on which the grievance is based; the provisions of this agreement alleged to have been violated; and the relief requested. This grievance must be submitted within ten (10) days of the occurrence of the event giving rise to the grievance or the date when the employee or Union knew or should reasonably have known of said occurrence. A copy shall also be sent to the grievance coordinator.

B. The captain or designee shall meet to discuss with the grievant or designee. If the grievance is satisfactorily resolved, the grievant and Union shall immediately submit a written withdrawal of the grievance. If not resolved, the captain or designee shall communicate a decision in writing to the employee and his designated representative, if any, within fourteen (14) days following the date of the Step I meeting. A copy shall also be sent to the grievance coordinator.

Step 2:

A. If the grievance is not resolved at Step 1, the employee or his designated representative may submit it in writing to the Major/Director or designee within ten (10) days after receipt of the decision at Step I. When the grievance is timely filed at Step 2, the grievance form must contain the same information as the grievance filed at Step 1 above. The Major/Director or designee shall have a meeting with the employee and/or with his designated representative, at the employee's option, to discuss the grievance.

B. The Major/Director or designee shall communicate a decision in writing to the employee or designee, if any, within fourteen (14) days following their Step 2 meeting. A copy shall also be sent to the grievance coordinator.

Step 3:

A. If the grievance is not resolved at Step 2, the employee or designee may submit the grievance in writing to the Sheriff within fourteen (14) days after receipt of the decision at the 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. A copy shall also be sent to the grievance coordinator.

B. The Sheriff or designee may have a meeting with the employee and his designated representative to discuss the grievance. The Sheriff or his designee shall issue a written decision to the employee or to his designated representative within fourteen (14) days following the receipt of the written grievance submitted at Step 3 or the date of the Step 3 meeting, whichever occurs later. A copy shall also be sent to the grievance coordinator.

Step 4 – Arbitration:

- A. If the grievance is not resolved at Step 3, the employee, together with his designated representative, may appeal the grievance in writing to arbitration on a form supplied by the Union (Appendix G), within fourteen (14) days after receipt of the Step 3 decision. If the Union refused to represent the employee at the first step because he was not a dues paying member of the Union, the employee may appeal the grievance to arbitration.

Section 4 – Arbitrator Selection and Procedures

The arbitrator may be any impartial person mutually agreed upon by the parties with preference toward the selection of a local arbitrator living within 100 miles of the Sheriff's Office in Milton, Florida, and who is a resident of the State of Florida. If an impartial arbitrator cannot be agreed upon, then the Union or grievant shall request the Federal Mediation and Conciliation Service to furnish a panel of seven names of arbitrators who are members of the National Academy of Arbitrators and who are residents of the State of Florida. The selection of the arbitrator shall be by means of alternative striking of names with the Union having the first name strike. Either party may object to all the names on the list, provided the objection is made prior to the commencement of the striking process. If this occurs, the objecting party may request the Federal Mediation and Conciliation Service to furnish another list of qualified arbitrators. The arbitration proceedings shall be conducted in accordance with the following provisions:

- A. The Sheriff and the Union shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the hearing and the arbitrator thereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the grievance forms and the written responses presented in the earlier steps of this grievance procedure.
- B. The arbitration hearing shall be held in Milton and at times and dates mutually agreed to by the parties.
- C. No ex parte hearing may be conducted or decision rendered by the arbitrator.

- D. The written decision of the arbitrator, unless mutually waived, shall be issued within thirty (30) days after the close of the hearing.
- E. The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement or opinion or conclusion not essential to the determination of the issue submitted. The arbitrator shall have no authority to make any decision adding to, subtracting from, modifying, altering, or ignoring in any way, the terms of this agreement, except the arbitrator may refer to the Sheriff's Office written policies, procedures, rules, regulations, and Florida Statutes.
- F. The arbitrator shall be without power or authority to make any decisions limiting or interfering in any way with the powers, duties and responsibilities of the Sheriff under the Constitutions of the United States and the State of Florida or under any applicable laws, rules, and regulations, except as such powers, duties, or responsibilities have been lawfully abridged, delegated, or modified by an express provision of this agreement or the Civil Service Act and its implementing Rules.
- G. The arbitrator may not make any decision that is based upon unwritten past practice or custom which is not condoned by the Sheriff's management staff. As a result, this agreement supersedes and cancels all prior practices and understandings which predate this agreement, except those written provisions, work rules, or regulations set forth in the Sheriff's written rules, regulations and policies, which were in effect prior to the effective date of this agreement, and which were not specifically modified by this agreement, shall be binding on the parties during the term of this agreement.
- H. The fees and expenses of the arbitrator shall be borne by the party who fails to prevail in the arbitration proceeding. The cost of the transcript of the arbitration proceeding shall be borne by the party requesting it, unless both parties agree that a transcript is necessary, then the cost of the transcript shall be divided equally between the Sheriff's Office and the Union. Each party shall be responsible for compensating and paying the expense and fees of its representatives, witnesses, and attorneys.
- I. If the Union chooses to represent the employee at the first step or any succeeding step of the grievance procedure and then withdraws representation, it will not be responsible for the fees and expenses of the arbitrator if the employee does not prevail in the arbitration proceeding. Instead, the employee shall solely be responsible for said fees and expenses.

- J. Where there is an issue regarding arbitrability, the parties agree that the issue will be resolved separate and apart from the merits of the grievance. Issues of arbitrability shall be resolved by the arbitrator in a written decision prior to the consideration of the substantive merits of the grievance. Should the matter be found to be arbitrable, either party may request the selection of another arbitrator to decide the substantive merits of the grievance.
- K. The arbitrator's decision shall be final and binding on the parties subject to the provisions of Chapter 682, Florida Statutes.
- L. The arbitrator shall have no power or authority to cause the Sheriff's Office to bear any expense, debt, costs, or liability which would result, directly or indirectly, in the Sheriff's Office exceeding the amounts initially appropriated in its annual budget. Any such award which contravenes or is not in compliance with the provision of this paragraph shall be null and void.

Section 5 - Time Limits

- A. Failure to initiate a grievance within the time limits in Section 3 above shall be deemed a waiver of the grievance. Failure at any step in this provision to submit a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision at that step.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievance to be advanced to the next step.
- 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. However, the time limit specified in any step of this procedure may be extended by written mutual agreement.
- D. Claims of either an untimely filing or untimely appeal shall be made at the step in question.

Exceptions

- A. Nothing in this article or elsewhere in this agreement shall be construed to permit the Union or an employee to process a grievance:
 1. On behalf of any employee without that employee's 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 an individual employee or group of employees or by the Union.
- B. The Union shall have the right to bring a grievance on behalf of a bargaining unit employee in its own name, concerning disputes relating to the interpretation or application of this agreement. Such grievance shall not include disciplinary actions for misconduct or performance deficiencies taken against an employee. The Union's selection to file or participate in a grievance shall preclude it from proceeding in another forum on the same issue.

ARTICLE 16 **INTERNAL INVESTIGATIONS AND** **DISCIPLINARY ACTION**

Internal Investigations

Interviews and questioning of employees shall be conducted in conformance with Sections 112.532 and 112.533, Florida Statutes. Alleged violations of these statutory provisions are not subject to the grievance procedure provided in this agreement.

Disciplinary Action

- A. Disciplinary action for conduct offenses and performance deficiencies shall be governed exclusively by the Santa Rosa County Sheriff's Office General Order J-003. Such disciplinary actions taken against an employee shall be for just cause and subject to either the grievance procedure provided in this agreement or appeal to the Civil Service Board. Any change in the Civil Service Act shall not affect the terms and conditions of this agreement and in lieu of a change in the Civil Service Act, the Sheriff agrees to develop a process for appealing discipline as was previously used that will provide employees with a mechanism for appeal.
- B. In the event that the Civil Service Board is eliminated by act of a governing body or court of competent jurisdiction, the Sheriff and the Union agree to put in place a hearing board with the similar abilities for reviewing and determining merit of appeals. Its decision shall be binding on the Sheriff and the Union. The make-up of the board shall include members elected by the employees along with those appointed by the Sheriff. There will be

provisions for the appointed and elected board to choose one additional member. This board will hear only disciplinary matters that are the subject of the employee appeal, as currently provided for by the Civil Service Act.

ARTICLE 17

FAMILY MEDICAL LEAVE ACT

An employee who is granted family medical leave for a serious health condition as defined in that act may use accrued sick leave or other leave allowed by the Sheriff for each hour not worked until such leave is exhausted or the family medical leave ends. When accrued leave is exhausted, the employee will be placed on unpaid leave for the remainder of the family medical leave period. Unless a serious health condition exists, an employee placed on family medical leave for the birth or adoption of a child must use accrued annual leave. Sick leave may not be used except for a serious health condition as defined in the Family Medical Leave Act. Family medical leave for a serious health condition shall run concurrently with sick leave, worker's compensation leave or other leave granted for injury or illness of the employee or family member as defined in the Family Medical Leave Act.

The Family Medical Leave Act shall be administered in accordance with Sheriff's Office General Order 0-007.

ARTICLE 18

PROMOTIONS

I. General Guidelines

A. The Sheriff will identify all promotional needs. Job task analysis and input from subject matter experts will be used to develop promotion material. When directed, the Human Resources Section will perform the following:

1. Prepare a roster by identifying those deputies that meet the eligibility requirements as outlined in this policy;
2. Compile and post a final list of deputies meeting the eligibility requirements for the current vacancy; and
3. Each deputy will verify the accuracy of their eligibility. Deputies will report discrepancies regarding eligibility findings to the Human Resources Section through written correspondence.

4. The Union agrees to comply with all necessary adjustments to the promotional and eligibility process in order to come into or remain in compliance with U.S. Department of Justice PREA Act of 2003 – Public Law 108-79.

II. Promotional Announcements

A. Once the eligibility list is compiled and posted. An announcement for the current open position(s) will be posted. This announcement will contain the following information:

1. A description of the position(s) for which a vacancy exists;
2. The date, time, and location of the written examination;
3. A description of the eligibility requirements of the position(s); and
4. A description of selection criterion for the vacancy and corresponding points distribution.

III. Eligibility Requirements

A. Eligibility for participation in the promotional process will be as follows:

1. Deputy Sergeant
 - a. Five (5) continuous years of service as a full-time sworn Law Enforcement Officer immediately preceding participation in the process. At least three of those years must have been with the Santa Rosa County Sheriff's Office and two (2) of the five (5) years the member must be assigned to the Patrol Division with the Santa Rosa County Sheriff's Office.
 - b. Those members with a bachelor's degree from an accredited school or university may subtract one year of service as a Deputy or 600 hours of CJSTC approved training courses not taken as an in-service or mandatory training course.
 - c. No member in a probationary status can participate in a promotional process.

- d. No formal disciplinary action (one day suspension or more) in the previous twelve (12) months.

2. Deputy Lieutenant

- a. Five (5) continuous years of service as a sworn full-time Law Enforcement Officer with the Santa Rosa County Sheriff's Office immediately preceding participation in the process.
- b. Three (3) years at the rank of Sergeant with the Santa Rosa County Sheriff's Office, immediately preceding the commencement of the promotional process.
- c. Two (2) of the three (3) years at the rank of Sergeant with the Santa Rosa County Sheriff's Office must be assigned to a position actively supervising full-time law enforcement personnel or assigned to Internal Affairs.
- d. Those members with a bachelor's degree from an accredited school or university may subtract one (1) year of service as a Sergeant or 600 hours of CJSTC approved training courses not taken as an in-service or mandatory training course. This provision shall not apply if member has previously utilized it for the deputy sergeant promotion.
- e. No member in a probationary status can participate in a promotional process.
- f. No formal disciplinary action (one day suspension or more) within the previous twelve (12) months.

B. When offered, newly promoted Sergeants and Lieutenants must satisfactorily complete leadership training as defined by the agency.

IV. Review and Appeal of Eligibility and/or Appointment.

A. Eligible deputies will appear on the eligibility roster. A deputy determined to be ineligible may appeal by memorandum to the Human Resource supervisor. The appeal must be in writing and must be filed by 1500 hours on the seventh (7th) calendar day following the date the eligibility roster is posted. The distribution date and the appeal deadline date will be reflected in a covering memorandum to the eligibility roster.

B. Any member may appeal the appointment to promotional positions to the Human Resource Section. The appeal must be in writing and must be filed by 1500 hours on the seventh (7th) calendar day following the date of appointment.

V. Selection Criterion and Points Distribution

A. The selection criterion shall include a written test, seniority points, education points, assignment points, and an oral interview. At the Sheriff's option, the selection criterion may also include a performance test (practical), a detailed evaluation of training and experience, a supervisory efficiency rating, or other assessment agreed to in writing by Sheriff and Union, or any combination thereof

B. All selection criterion and corresponding points distribution shall be posed in the vacancy announcement.

C. Points will be distributed in the following manner to determine a candidate's composite score.

1. Written Exam: One hundred (100) points possible.
2. Seniority Points: One (1) point for each year of continuous service in their respective discipline with the Santa Rosa County Sheriff's Office. (Points will not be issued to deputies who have previously tendered their resignation, left employment, and returned to the Santa Rosa County Sheriff's Office.) Seniority points will be limited to a maximum of ten (10) points.
3. Education Points*: One (1) point for an Associates degree. Two (2) points for a Bachelor's degree. Three (3) points for a Master's degree. One (1) point for any college degree, in a criminal justice field. Note: Only one (1) category of degree can be utilized for determining a point award.
4. Assignment Points*: One (1) point for every two (2) full years of service as an FTO. One (1) point for every three (3) full years of service as a Detective.
5. Oral Interview Exam: Sixty (60) points possible

6. If applicable, points for additional selection criterion as set forth in the vacancy announcement.

*The maximum number of points a candidate can receive for Sections 3 and 4 combined is a total of ten (10) points.

VI. Written Examination

- A. A written examination will be administered for the positions of Sergeant and Lieutenant.
- B. This examination will be prepared by person(s) designated by the Sheriff. Subject matter experts may provide material used in the exam development based upon current law enforcement and patrol policies and procedures.
- C. A study guide for the written examination will be provided to each candidate. A minimum of sixty (60) days will be allowed for study and preparation for the examination.
- D. Candidates must receive a minimum of sixty (60) points on the examination to move forward in the promotional process.

VII. Oral Interview Examination

- A. An oral interview examination will be administered for the positions of sergeant and lieutenant. The examination shall consist of ten (10) questions each worth six (6) points.
- B. The oral interview board will be made up of five (5) evaluators, four (4) within the Sheriff's Office and one (1) from a local agency.
- C. The Sheriff shall select two (2) evaluators, the PBA shall select two (2) evaluators and the fifth (local agency) by mutual agreement of the -evaluators.
- D. Evaluators must, at a minimum, be of the rank for the promotional position.
- E. In scoring the oral interview, the top score and bottom score for each participant shall be excluded from calculating the participants overall examination score.

VIII. Scoring/Ranking:

- A. A composite score will be derived through the aforementioned process for each candidate. The composite score will establish the candidate's ranking on the final promotion roster.
- B. The Sheriff will be provided with the top five (5) names for one (1) vacancy and three (3) additional names for each additional vacancy. As promotions occur, the next ranking candidate will be added to the active promotion roster.

1. Review Committee: A committee consisting of three (3) Sheriff's Office members will be formed to review the active promotion roster and provide a written recommendation to the Sheriff for promotion. The following process will be followed:
 - a. Committee Formation:
 - (1) One member shall be selected by the Union, the second member selected by the Sheriff's Office, and the third member shall be a member agreed upon by the Union and Sheriff's Office. The third selected member shall serve as chairperson.
 - b. Review Process:
 - (1) As noted above in section VIII, B, those candidates being considered for promotion will submit to the committee a written letter stating his/her qualifications and reasons they should be considered for -promotion.
 - (a) It is the committee's responsibility to request the letters from the candidates. The candidate will have five (5) days to submit the letter to the committee once the request is made. Contact with the candidate must be confirmed and not assumed to start the time frame.
 - (2) The committee will review the following documents, but not limited to, in order to make the recommendation:
 - (a) Letter from the Candidate,

- (b) Personnel file,
- (c) Annual evaluations,
- (d) Any disciplinary actions,
- (e) Letters of Recommendation, etc.

VXI. Promotion Roster

- A. The list of eligible candidates for promotion will be posted in descending order. A random number determined by Human Resources will be assigned to each candidate and utilized for posting.
- B. The promotion roster will remain in effect for the duration of twelve (12) months from the date of its posting.
- C. For continued eligibility, a candidate must receive no formal disciplinary action throughout his tenure on the promotion roster.
- D. In the event a candidate is offered a promotion and declines to accept the promotion, the candidate shall be removed from the promotion roster which is then in effect, except under extraordinary circumstances or otherwise required by law.
- E. If the Sheriff has exhausted all candidates it desires for promotion from the roster and any remaining applicants on the roster have been notified by the Sheriff of its intent not to offer such remaining applicants a promotion at that time, the Sheriff may elect to discharge the current roster and begin the promotional process again.

ARTICLE 19

CAREER ENHANCEMENT FOR SWORN MEMBERS

Sworn Law Enforcement deputies and supervisors who decide to pursue a law enforcement program are given the opportunity for advancement through a Career Path set forth within this policy.

1. General Guidelines:

A. Deputy Sheriff 1st Class: Range 19

1. Deputies will advance to Deputy Sheriff 1st Class upon reaching **seven (7)** years of service/seniority and must have successfully completed one hundred sixty (160) hours of law enforcement or correctional training from a recognized law enforcement or correctional training facility/school. The training must have been received within the last three years. Training hours used to meet Mandatory Retraining requirements will not be counted towards Career Path. The candidate will move to the same step in range (19), with an approximated five percent (5%) proficiency pay.

B. Senior Deputy Sheriff: Range 20

1. Deputies rated as Deputy Sheriff 1st Class will advance to Senior Deputy Sheriff upon reaching twelve (12) years of service/seniority and must have successfully completed one hundred sixty (160) hours of law enforcement or correctional training from a recognized law enforcement or correctional training facility/school. The training must be received while in the rank of Deputy Sheriff 1st Class. Training hours used to meet Mandatory Retraining requirements will not be counted towards Career Path. The candidate will move to the same step in range twenty (20) with an approximated five percent (5%) proficiency pay.

C. Master Deputy Sheriff: Range 21

1. Deputies rated as Senior Deputy Sheriff will advance to Master Deputy Sheriff upon reaching seventeen (17) years of service/seniority and must have successfully completed one hundred sixty (160) hours of law enforcement or correctional training from a recognized law enforcement or correctional training facility/school. The training must be received while in the rank of Senior Deputy Sheriff. Training hours used to meet Mandatory Retraining requirements will not be counted towards Career Path. The candidate will move to the same step in range twenty-one (21) with an approximated five percent (5%) proficiency pay.

D. Implementation of the modified years of service provisions (7, 12 and 17 years) shall be dependent on funding provided through the County Commission. If sufficient funds to implement the modified years of service provision are not

provided, the years of service shall revert to previously established levels (10, 15 and 20 years).

II. Procedure

A. It is the responsibility of the member to apply for the career enhancement advancement.

1. The member shall submit to the Human Resource Section a written memorandum requesting the evaluation for career path advancement. The memorandum shall include the member's date of full-time appointment as a Deputy Sheriff and a current copy of his/her training record.
2. Proficiency pay shall not be retroactive for advancement within the career path. The implementation of the career path upgrade will take effect in the first full pay period following the approval of the application process.
3. Members who have received formal discipline that did not result in a demotion are not eligible to apply for career path advancement for a period of one (1) year from the implementation of the formal discipline. Members who have received formal discipline that results in demotion are not eligible to apply for career path advancement for a period of two (2) years from the date of demotion.
3. Members with prior service may request an award of prior service credit of up to a maximum of three (3) years of credit. Such credit can only be used toward eligibility for career path enhancement steps; however, if a member received a step advancement based upon prior service credit at the time of hiring, the member shall not be eligible for a reward of additional, prior service credit under this program.

III. Retention

A, Advancement to the Deputy Sheriff 1st Class, Senior Deputy Sheriff and Master Deputy Sheriff rating is contingent upon receiving a satisfactory evaluation rating for the previous year.

1. Any deputy not receiving a satisfactory evaluation rating will revert to his previous rating. At the end of six months, the deputy may request a special evaluation and if this evaluation is satisfactory then the deputy

be re-advanced to his/her higher rating. If the special evaluation is still not satisfactory then the deputy will have to wait until his/her next regularly scheduled evaluation.

IV. Implementation

A. Deputy Sheriff 1st Class: Range 19

1. Deputies must meet both the years of service and training requirements before being advanced. Any deputy having at least eight (8) years of service/seniority on April 5, 2003 will be required to have only eighty (80) hours total training, if that deputy meets the eighty (80) hour requirement prior to April 5, 2005.

B. Senior Deputy Sheriff: Range 20

2. Deputies meeting the years of service/seniority (15 to 20 years) requirement for Senior Deputy Sheriff on April 5, 2003 will automatically be grandfathered into the Senior Deputy Sheriff rating. Any deputy having at least thirteen (13) but less than fifteen (15) year of service/seniority on April 5, 2003 will be required to have only eighty (80) hours training, provided that deputy meets the eighty (80) hour requirement prior to April 5, 2005.

C. Master Deputy Sheriff: Range 21

3. Deputies meeting the years of service/seniority (20 years or more) requirement for Master Deputy Sheriff on April 5, 2003 will automatically be grandfathered into the Master Deputy Sheriff rating. Any deputy having at least eighteen (18) but less than twenty (20) years of service/seniority on April 5, 2003 will be required to have only eighty (80) hours of total training, provided that deputy meets the eighty (80) hour requirement prior to April 5, 2005.

D. Approximately five percent (5%) proficiency pay will be awarded for each pay range advanced. The member will move into the new pay range at the same step they are currently in.

E. Deputies for Master Deputy Sheriff and Senior Deputy Sheriff, other than those who were originally grandfathered into the position must meet both the years of service and training requirements for the next highest grade.

F. A deputy is not eligible to advance to the next career path level until the deputy has served a minimum of one (1) year of service at the current career path level.

V. Definitions

- A. Years of service - as used in this policy shall mean years of continuous service as a Santa Rosa County Deputy Sheriff for law enforcement for Detention in a classified position within the Civil Service system regardless of appointing authority.
- B. Prior Service – as used in the article shall mean the total years of full-time service as a sworn law enforcement deputy sheriff or police officer with an Florida law enforcement agency of similar size and which was an accredited agency during the prior employment of the members seeking such credit.
- C. Seniority - shall be defined for those deputies employed on April 5, 2003, as a classified deputy employed by the Sheriff's Office in a job classification within the Civil Service system and having continuous classified service. Henceforth, seniority will commence with the date of hire as a sworn deputy with the Santa Rosa County Sheriff's Office. Any three (3) day unauthorized absence or thirty-one (31) day voluntary separation from the Sheriff's Office shall be considered a break in -service.

VI. Supervisory Enhancement Program

The Sheriff and PBA have implemented a career enhancement program for the supervisory bargaining unit. The program is consistent with the current program set forth above regarding qualifications and requirements for career enhancement grades and advancement. Unlike the program for deputy sheriff's, supervisors moving through the grades provided in the program will not be identified by a grade "title" such as 1st Class, Senior or Master. Continued implementation of the program or portions of the program shall be dependent on funding provided through the County Commission.

ARTICLE 20

ANNUAL LEAVE

Annual Leave

- A. During the term of this Agreement, annual leave shall accrue for all members of the collective bargaining unit as follows:

Continuous and Creditable Service Hours Leave Earned During the Year

1-4 Years	96 Hours
5-9 Years	120 Hours
10-14 Years	144 Hours
15-19 Years	168 Hours
20 + Years	192 Hours

Full time employees hired after April 24, 2003, who are filling established positions, shall earn annual leave as follows:

1-10 years	8 hours per month
11 years	12 hours per month

1. Annual Leave earned during any pay period shall be credited to the employee on the last day of that month or, in case of separation, on the last day the employee is on the payroll.
2. During leaves of absences with pay, an employee shall continue to earn leave credits, except in the case where an employee is granted educational leave with pay or is granted leave in conjunction with a resignation from the Sheriff's Office. In such cases the employee shall not earn annual leave credits during leave of absences.
3. Under circumstances involving natural disasters or other emergencies the Sheriff has the right to cancel all approved leaves and to disapprove any request for leave during an extended period of time which would prevent employees from using their accrued annual leave. When an emergency exists and the Sheriff cancels approved leave, Human Resources Department shall be notified immediately.

B. Use of Earned Annual Leave

1. Annual leave should be used to provide periodic vacations; however, earned annual leave credits may be used for any other purpose when authorized by the Sheriff
2. Use of annual leave shall not be authorized prior to the time it is earned and credited to the employee and shall only be used with the approval of the Sheriff.

3. An employee who uses annual leave in an amount of time which is less than a full hour shall be charged with such leave based on the following formula;

Minutes Worked or Leave Used	Time Charged Minutes Hours	
0-7	00	.00
8-22	15	.25
23-37	30	.50
38-52	45	.75
52-60	60	1.00

4. A maximum accumulation of 500 hours per year is allowed for members hired after April 24, 2003. On December 31, all annual leave hours over 500 will transfer to sick leave. There is no maximum accumulation of hours for members hired prior to April 24, 2003. This provision supersedes any contrary language in Civil Service Act 80-10.

5. Pursuant to Civil Service Act 80-10, as amended: Upon terminal separation or death of the employee, hired prior to April 24, 2003, payment for accrued annual leave will not exceed 500 hours. Payment for employees hired after April 24, 2003 shall not exceed 240 hours. If at the time an employee enters DROP they do not have 500 hours of annual leave, or 240 for those hired after April 24, 2003, they may be paid for subsequent accumulated annual leave at the time of final separation, but the total number of hours for all payments shall not exceed 500 hours, or 240 for employees hired after April 24, 2003. Payment for annual leave associated with Temporarily Terminated Status, as defined in section 15 of the special act, will not affect the 500 hour cap, or for employees with a 240 cap, at terminal separation.

C. Forfeiture of Leave. An employee shall forfeit all rights of leave benefits if an act or offense is committed while employed and one of the following applies:

1. Has admitted to or is found guilty in a court of competent jurisdiction of committing, aiding or abetting any embezzlement, theft or bribery in connection with Santa Rosa County or the Santa Rosa County Sheriff's Office.

2. Is found guilty by a court of competent jurisdiction of having violated any state law prohibiting strikes by public employees.

D. Payment of Earned Leave

1. Employees shall be paid for unused annual leave upon separation from the Santa Rosa County Sheriff's Office after six (6) months of satisfactory, continuous creditable service, in the last paycheck before the effective beginning date of participation in the Deferred Retirement Option Plan "DROP" within the provisions of selling leave, or when being temporarily terminated to run for political office.
2. Employees who are temporarily terminated to run for political office shall be entitled to be paid for annual leave equal to the period they will be a candidate for office, provided they have sufficient annual leave credits accrued at the time of temporary termination. The payment of annual leave under such circumstances shall be made in increments not to exceed the amount and frequency of the employee's salary just prior to the time of temporary termination. Nothing in this provision will preclude the payment of other benefits that are authorized in any other statute or rule.
3. In case of death of an employee, payment of unused annual leave at the time of death shall be made to the employee's beneficiary, estate, or as provided by law. Such payment shall be made at the rate of pay at the time of death.
4. Terminal leave payments due employees shall be computed as follows:
 - a. Determine the current hourly rate in accordance with the employee's base salary.
 - b. Multiply the number of unused annual leave hours times the hourly rate to determine the payment which shall be made.
 - c. Pursuant to Civil Service Act 80-10, as amended: Upon terminal separation or death of the employee, hired prior to April 24, 2003, payment for accrued annual leave will not exceed 500 hours. Payment for employees hired after April 24, 2003 shall not exceed 240 hours. If at the time an employee enters DROP they do not have 500 hours of annual leave, or 240 for those hired after April

24, 2003, they may be paid for subsequent accumulated annual leave at the time of final separation, but the total number of hours for all payments shall not exceed 500 hours, or 240 for employees hired after April 24, 2003. Payment for annual leave associated with Temporarily Terminated Status, as defined in section 15 of the special act, will not affect the 500 hour cap, or for employees with a 240 cap, at terminal separation.

5. If any provision of this policy conflicts with the provisions of the Fair Labor Standards Act (FLSA), the FLSA shall prevail

Sick Leave

Employees covered by this collective bargaining agreement will earn 8 hours of paid leave each month. Sick Leave will not be counted as time worked when considering overtime.

ARTICLE 21 BEREAVEMENT LEAVE

Each employee covered by this agreement will be eligible for three (3) days bereavement leave for a death in the immediate family. Immediate family is defined as spouse, parents, grandparents, brother, sister, step-children (children of current spouse), children and grandchildren of the employee and the spouse.

ARTICLE 22 HOLIDAYS

All employees covered by this agreement will be compensated for the following observed holidays each year:

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

Employees scheduled to work these holidays will be paid at a rate of two and one-half (2½) times their regular rate of pay for hours actually worked.

Employees scheduled off or given off will receive eight hours of pay for the holiday.

Employees scheduled off or given off who are called in to work will be compensated at a rate of two and one-half (2½), times their regular rate of pay for hours actually worked.

Holiday pay is not considered in the accrual of overtime.

ARTICLE 23 **PHYSICAL FITNESS EQUIPMENT**

A. The Santa Rosa County Sheriff's Office shall maintain and provide the physical fitness equipment already in place, pending funding.

B. The Sheriff and Union agree that physical agility testing shall occur in accordance with Sheriff's General Order D-025 and may be conducted up to two (2) times per year at the discretion of the Sheriff. An employee subject to the annual passage requirement as provided in the general order shall continue to be only required to pass the test annually. Employees who have entered the DROP Retirement Program may elect not to participate in such testing, although such participation is encouraged and considered part of their work duties should they elect to participate.

C. An employee participating in the physical ability testing and achieving a time of six (6) minutes or lower shall receive five (5) hours of administrative leave. Such leave must be used within six (6) months of being earned and shall not be subject to carry-over or payment upon separation.

ARTICLE 24 **REDUCTION IN FORCE**

When a reduction in force becomes necessary this agency will follow the procedure set out below:

Determine the positions that are to be eliminated by category:

Sworn Law Enforcement

The Sheriff will determine the seniority of all personnel in the eliminated category starting with the last hired up to the number of personnel to be laid off. Thereafter, the Sheriff shall notify the number of personnel that were the last hired in the category that they are subject to be laid off.

Any employee whose position is being eliminated or who has been notified that he is being laid off may appeal, in writing, within ten (10) days of notification to the Sheriff. Appeals may only be based on issues of seniority (date of hire -incorrect).

All employees will be given a minimum of thirty (30) days notice of any reduction in force or layoff.

If a position is reinstated within 2 years, the employee who originally held the position will be the first person offered the position, as long as he still meets the employment requirements for the Sheriff's Office.

ARTICLE 25 **TUITION REIMBURSEMENT**

The program is restricted to permanent, full-time Santa Rosa Sheriff Office employees only. An employee in their probationary period will not be reimbursed for educational expenses until the successful completion of said probation.

All employees who take course work from an accredited college related to their job or career advancement will receive reimbursement of their paid tuition costs, based on the following guidelines:

- A. Reimbursement shall be based upon the satisfactory completion of course work.
- B. Employees receiving a grade score of a "C" for undergraduate work will receive a reimbursement of 100%
- C. Employees receiving a grade score of a "B" for graduate work will receive a reimbursement of 100%
- D. Doctorate degrees are not included.
- E. College distance learning/online courses are allowed under this program. College correspondence courses, television courses or

internet based courses are allowed under this program through a regionally accredited college or university.

- F. Tuition reimbursement applies to costs based on Florida residency at the following rates: (1) associates degree will be reimbursed for actual costs or, at a maximum, the costs established using rates at Pensacola State College, or (2) bachelors degree will be reimbursed for actual costs or, at a maximum, the costs established using rates at University of West Florida. Additional costs will not be reimbursed.
- G. Employees will be reimbursed for up to two undergraduate courses or one graduate course per semester, quarter or term, whichever is applicable.

ARTICLE 26 **MILITARY LEAVE**

Permanent employees shall, upon presentation of a copy of their official orders, be granted leave with pay not to exceed three days for the purpose of taking their physical examination for induction into the military service. Such leave shall not be deducted from the employee's sick or annual leave credits.

Permanent employees and those serving their probationary period, who by reason of membership in the United States military reserve, or National Guard, are ordered by the appropriate authority to attend a training period or encampment, shall upon presentation of a copy of their official orders, be granted leave for such training not to exceed that time period provided by law in any fiscal year. Such leave shall be with pay regardless of the number of hours in the employee's work shift.

An employee who is inducted, or ordered to active duty to fulfill their reserve obligations, or who is ordered to active duty in connection with reserve training, other than short-term training as referenced above, shall upon presentation of a copy of their official orders, be granted leave with full pay for the first thirty (30) days of military service, then the difference between their rate of Sheriff's Office pay at the time of leaving for military duty and their military pay if the military pay is a lesser amount. All County paid benefits will remain in effect.

ARTICLE 27 **SAVINGS CLAUSE**

Section 1

If any provision of this agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this agreement shall remain in full force and effect.

Section 2

This agreement upon execution by the Sheriff and Union supersedes and cancels all prior practices and understandings predating the agreement except that all work rules, regulations, policies and other written procedures of the Sheriff's Office, which were in effect prior to the effective date of this agreement, which were not specifically modified by this agreement, shall be binding on the parties and bargaining unit members during the term of this agreement.

ARTICLE 28 **TERM OF CONTRACT**

Section 1

This agreement shall be effective as of the date of ratification by the Union and shall remain in full force and effect through March 31, 2020.

Section 2

Renegotiation for succeeding fiscal years of this agreement shall include Article 11 (Wages and Pay Plan) and up to three (3) additional articles to be chosen by each party during each fiscal year covered by this agreement. Any proposal for wage increases shall be received by the Sheriff no later than February 15 of any fiscal year for consideration for the following fiscal year.

[SIGNATURES ON THE FOLLOWING PAGE]

A handwritten signature in blue ink, appearing to read "Bob Johnson".

Bob Johnson, Sheriff Santa Rosa County

James Newton, President
Northwest Florida Chapter
Florida Police Benevolent Association, Inc.

Stephanie Webster, General Counsel
Florida Police Benevolent Association, Inc.