

Effective Date: June 1, 2021

Collective Bargaining Agreement

between the
Sheriff of Escambia County
and the
Florida Police Benevolent Association, Inc.

**Combining Escambia S.O. Contracts
For PERC Certification Numbers 884 (Law Enforcement Sergeants and
Lieutenants), 885 (Law Enforcement Deputies), and 1111 (Direct Support)**

For the Contract Period Ending June 1, 2024

TABLE OF CONTENTS

PREAMBLE	4
ARTICLE 1	
The Contracting Parties.....	4
ARTICLE 2	
Recognition	4
ARTICLE 3	
Duration and Renewal	4
ARTICLE 4	
General Provisions	5
ARTICLE 5	
Association Rights	6
ARTICLE 6	
Grievance Procedure.....	10
ARTICLE 7	
Reserve for Future Use	16
ARTICLE 8	
Internal Investigations and Disciplinary Action	16
ARTICLE 9	
Rollbacks, Layoffs and Recall	19
ARTICLE 10	
Acting Rank	20
ARTICLE 11	
Safety	21
ARTICLE 12	
Seniority	22
ARTICLE 13	
Leaves.....	23
ARTICLE 14	
Replacement of Personal Property.....	25
ARTICLE 15	
Personnel Records.....	26
ARTICLE 16	
Fringe Benefits	26
ARTICLE 17	
Hours of Work and Overtime	29
ARTICLE 18	
Uniforms, Equipment, and Vehicles.....	30
ARTICLE 19	
Management Rights	31
ARTICLE 20	
Salaries	31
ARTICLE 21	
Off-Duty Law Enforcement Employment	35

ARTICLE 22	
Career Paths and Promotional Procedures	35
ARTICLE 23	
Direct Support Promotional Procedures.....	39
ARTICLE 24	
Deferred Retirement Option Program.....	39
ARTICLE 25	
Drug Testing	40
ARTICLE 26	
Contract Reopeners	40
RATIFICATION CERTIFICATION	40
APPENDIX A	
Dues Check Off Authorization	41

PREAMBLE

The Sheriff of Escambia County and the Florida Police Benevolent Association reaffirm their commitment to provide an exemplary law enforcement program for the citizens of Escambia County. Both parties recognize that this goal can best be realized through a relationship of mutual trust and confidence, based upon rational, civil, and open discussion. Both agree that cooperation, not confrontation, is the desirable means for the exploration of opportunities, the resolution of problems, and the amelioration of differences in a law enforcement institution.

In the negotiations between the two parties, the Sheriff of Escambia County and the Association express their willingness and their desire to be guided by these principles and to consider fully and fairly the means advanced by either party which may lead to their implementation. It is the hope of both parties that the relationship between the Sheriff and the Association may become a model which serves best the legitimate needs and aspirations of the parties and the constituencies they serve.

ARTICLE 1: THE CONTRACTING PARTIES

This Agreement is between the Sheriff of Escambia County (hereinafter called the Sheriff) and the Florida Police Benevolent Association, Inc., (hereinafter called the Association) representing the employees of the Escambia County Sheriff's Office in their respective bargaining units.

ARTICLE 2: RECOGNITION

The Sheriff recognizes the Florida Police Benevolent Association as the sole and exclusive bargaining agent for all employees included in the bargaining units certified in Certification Numbers 884, 885, and 1111 issued by the Florida Public Employees Relations Commission. The terms officer, sworn officer, law enforcement officer, deputy sheriff, and direct support personnel as used herein shall apply only to those employees represented by the Association, whether member or non-member.

ARTICLE 3: DURATION AND RENEWAL

- A.** This Agreement shall be effective when ratified by the Association and signed by the Sheriff and shall remain in effect until midnight June 1, 2024.
- B.** If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Sheriff during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case, suspension of the terms of this Agreement would apply only to those bargaining unit employees permanently or temporarily assigned to such areas.

ARTICLE 4: GENERAL PROVISIONS

4.01 Antidiscrimination

- A.** The Sheriff and association agree that they shall not discriminate against any employee/member because of race, color, religion, age, handicap, national origin, sex, marital status, sexual orientation, gender identity, or Association membership or non-membership for any reason prohibited under Florida Statutes or any Federal law.
- B.** The Association shall have the right to consult on issues of discrimination or sexual harassment with the Sheriff or his designee(s).
- C.** Any claim of discrimination or sexual harassment by an employee against the Sheriff, his agents or representatives, except for grievances related to Association membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.
- D.** Neither the Sheriff nor the Association shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Association.

4.02 Severability

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 Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement. The parties will thereafter meet, at the request of either, at reasonable times and places, to negotiate a substitute provision to replace the one nullified.

4.03 Waiver Clause

- A.** Regardless of any procedure set forth in this contract, the parties retain the right to agree mutually upon alternative methods for achieving goals or for the resolving of any question, controversy, claim, or matter of difference arising from this Agreement or the performance or breach of any part thereof.
- B.** The parties may agree to enter into letters of understanding and settlements which interpret or temporarily modify provisions of this Agreement without such letters of understanding or settlements having to be ratified by the employees covered by this Agreement.

4.04 Accommodation with Sheriff's Office Rules and Policies

Except as otherwise and expressly agreed herein, the parties state that they are each familiar with the Sheriff's existing rules and policies that impact terms and conditions of employment, and they hereby agree that those rules and policies are to remain in effect. In the case of unavoidable conflict between an expressed provision of this Agreement and a Sheriff's Office rule or policy, the expressed provision of this Agreement shall prevail. Any grievance concerning the implementation of a policy or a rule must be made within 30 days of the publication of the policy, otherwise the right to negotiate and grieve the policy or rule is waived.

4.05 Gender Reference

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

ARTICLE 5: ASSOCIATION RIGHTS

5.01 Use of Facilities

The Sheriff agrees that designated representatives of the Association shall have access to the premises of the Sheriff which are available to the public. If any area of the Sheriff's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the officer and shall be restricted to matters related to the application of this Agreement. Nothing in this section shall be interpreted as authorizing the performance of Association business during an officer's work time or permit the use of the Sheriff's facilities for Association business without the approval of the Sheriff or his designee. Such approval shall not be unreasonably withheld; however, it is not the intent of this provision to permit the Association to use the Sheriff's facilities to conduct meetings on a regular or continuing basis. An Office will be made available for the NWFPBA President or his representative to meet with officers.

5.02 Representation

The Association shall select a reasonable number of representatives and shall furnish to the Sheriff and keep up-to-date a list of all employees authorized to act as representatives, as well as staff representatives. The Sheriff will not recognize any Association or staff representative whose name does not appear on the appropriate list. When Association representation is requested by an employee, the representative shall be a person so selected and designated by the Association.

5.03 Dues Deduction

- A. During the term of this Agreement, the Sheriff agrees to deduct Association membership dues and uniform assessments, if any, in an amount established by the Association and certified in writing by the President of the Florida Police Benevolent Association or his designee to the Sheriff from the pay of those officers in the bargaining unit, who individually make such request on a written check-off

authorization form provided by the Association (APPENDIX A). 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. It is understood by the Sheriff and the Association that matters of payroll deductions are controlled by the Escambia County Sheriff's Office. Should the Escambia County Sheriff's Office alter procedures, requirements, forms, or costs relating to the payroll deductions covered by this Article, the Sheriff shall notify the Association of the necessary alteration and attempt to reach agreement on implementation of the alterations required. If agreement cannot be reached, then the Association has the option of complying with the changes or may withdraw from the affected sections of this Article.

- B. In the event that the Association desires a new or modified dues deduction system, the Association will pay the Sheriff a one-time fee to cover the actual expense of establishing the new or modified system for dues deductions. It is understood that as long as dues deductions are made under the new or modified system, there will be no operational charges.
- C. The Association shall advise the Sheriff of any uniform assessment or increase in dues, in writing, at least thirty (30) days prior to its effective date.
- D. This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

5.04 Remittance

- A. Deductions of dues shall be remitted exclusively to the President of the Florida Police Benevolent Association or his designee by the Sheriff on either a biweekly or monthly cycle, along with a list of the employees for whom the remittance is made.
- B. The Sheriff shall have no responsibility or any liability for any monies once sent to the Association.

5.05 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, it will be the responsibility of the Association to collect its dues and uniform assessments for that pay period directly from the employee.

5.06 Termination of Deduction

Deductions for Association dues and uniform assessments, if any, shall continue until either: (1) revoked by the employee by providing the Sheriff with thirty (30) days written notice that he or she is terminating the prior check-off authorization, (2) revoked pursuant to Section 447.507, Florida Statutes, (3) termination of employment, or (4) transfer, promotion, or demotion of the employee out of the bargaining unit. If these Deductions

are continued when any of the above situations occur, the Association shall upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

5.07 Indemnification

The Association shall indemnify, defend and hold the Sheriff, his 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, his 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 which the Sheriff or its agencies have agreed to deduct.

5.08 Exceptions

The Sheriff will not deduct any Association fines, penalties, or special assessments from the pay of any employee.

5.09 Dues Check-Off Authorization

- A. The dues check-off authorization form (APPENDIX A) supplied by the Association, shall be the only form used by employees 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 on forms previously agreed to by the parties.
- B. The Sheriff will not be required to process dues check-off authorization forms that are: incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the Sheriff more than sixty (60) days following the date of the member's signature.

5.10 Documents

- A. The Sheriff shall provide the Association with the following:
The Sheriff's rules, regulations and policies shall be available on the computer system. These updates and changes are made available to all employees for their review and electronic signature, which affect the employee's terms and conditions of employment covered by this Agreement. Changes and updates shall be furnished to the Association via PowerDMS as they occur.
- B. The Sheriff shall provide each employee with the following:
A copy of any agency rules, regulations or policies which affect the employee's salary, benefits or terms of conditions of employment. Changes and updates shall be furnished to the employee as they occur.

5.11 Copying and Communication Privileges

- A. Use of the Sheriff's Office photocopying equipment and long-distance telephone calls charged to the Sheriff's Office by the Association is prohibited unless authorized by the Sheriff or his designee.

- B. The Sheriff's electronic email communication system shall be used only for the following notices:
 - 1. Recreation and social affairs of the Association
 - 2. Association meetings
 - 3. Association elections
 - 4. Reports of Association committees
 - 5. Association benefit programs
 - 6. Current Association contract
 - 7. Training and educational opportunities
 - 8. Other materials pertaining to the welfare of Association members, except that no political information shall be posted that deals with partisan politics or any partisan political race. This limitation specifically includes any references to political candidates in any local, state, or federal election. However, notices announcing meetings to discuss said subjects may be posted.
- C. Notices posted on the Sheriff's electronic email communication system will not contain anything reflecting adversely on the Sheriff or any employee; nor shall any posted material violate or have the effect of violating any law, rule or regulation.
- D. Notices posted must be dated and bear the signature of the Association's representative.
- E. A violation of these provisions by an Association staff representative shall be a basis for a rescinding email by the Sheriff, and continued violations will be basis for discontinuation of PBA access to the Sheriff's electronic email communication system.
- F. Only designated Association representatives may place bulletins, notices, and newsletters in the individual unit departmental mailboxes of employees represented by the Association. Members of the Association shall not request the assistance or actions of the Sheriff's Office personnel not represented by this Agreement.

5.12 Negotiations and Representation

- A. The Association agrees that all collective bargaining is to be conducted with the Sheriff's representatives designated for that purpose. The Association will notify the Sheriff in writing of the names of those individuals who are designated to negotiate on behalf of those specified bargaining units, for the purpose of securing their detachment.
- B. The president, senior vice-president, and unit vice-presidents will be able to obtain a reasonable amount of release time for the purpose of attending meetings with management representatives, conferring on grievances, attending pre-determination meetings with employees, government meetings, and consulting with other elected officials and other related tasks contemplated by the terms of this

agreement. Nothing will preclude the association president, senior vice-president or unit vice-presidents or other board members from utilizing their leave time to conduct other chapter business without limit to scope and or type.

During this period in which collective bargaining negotiations are in session, members of each team will be allowed reasonable release time to prepare and it shall be deemed as time worked.

- C. The use of release time by PBA representatives will not adversely impact the mission of the unit to which they are assigned for work and such use of release time will not be otherwise abused in any manner.

ARTICLE 6: GRIEVANCE PROCEDURE

6.01 Definitions

As used in this Article:

- A. "Grievance" shall mean a dispute involving the interpretation or application of specific provisions of this Agreement, except for the exclusions as noted in this Agreement.
- B. "Grievant" shall mean the Association, an employee or a group of employees having the same grievance. In the case of a group of employees, one shall be designated by the group to act as a spokesperson and to be responsible for processing the grievance.
- 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, Central Standard Time (CST). Furthermore, "business days" do not include any day observed as a holiday by the ECSO pursuant to a list furnished 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.
- D. "Association" means Florida Police Benevolent Association.
- E. "Member" means any employee in one of the collective bargaining units governed by this Agreement (PERC Certification Numbers 884, 885, and 1111) who has permanent status in the Escambia County Sheriff's Office.

6.02 Election of Representation

- A. A member shall indicate at Step 1 (or the initial written step as authorized by the provisions of this Article) whether or not the member shall be represented by the Association. When the member has elected representation, the member and the Association shall be notified of any grievance meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the member and the Association. Any decision mutually agreed to by the Sheriff and

the Association shall be binding on the member when election of a representative has been made.

B. If the member is not represented by the Association, any adjustment of the grievance shall be consistent with the terms of this procedure. The Association shall be given reasonable opportunity to be present and observe at any meeting called for the resolution of such grievance. A member processing an appeal will be bound by the procedure established by the Sheriff and the Association.

6.03 Procedure

A. Member 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 e-mail), or courier. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m. CST). 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 any grievance 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 adjustment (e.g., back pay) based on the final disposition of the grievance. Suspensions shall not be imposed until the accused and or his representative is afforded the opportunity of a predetermination hearing with the Sheriff or Chief Deputy for the purpose of presenting mitigating circumstances and or facts not in evidence. The employee shall be given a completed copy of the investigative report at the time he/she is presented with the Notice of Pending Disciplinary Action. The employee shall have 72 hours or a reasonable period of time to schedule a meeting with the Sheriff or Chief Deputy, or at their first availability, whichever is later. A predetermination hearing shall not apply where a suspension is made pending the outcome of a criminal investigation.

D. Once a grievance is presented, no new violation or issue can be raised arising from the same incident absent new facts indicating a more or less grievous violation.

E. The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the Association or the Sheriff in other cases.

F. If a grievance meeting with management is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at appeal meetings with management outside of the regular working hours shall be deemed time worked.

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

1. Oral Discussion

- (a) A member having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to the lowest ranking representative who has the authority to adjust the grievance for informal discussion, and the management representative shall make every effort to resolve the grievance promptly and will respond to the member within (7) days.
- (b) If the grievance is not resolved by such informal discussion, the member may, within seven (7) days after the date of that response, submit a formal grievance at Step 1 of this procedure.
- (c) If the member elects not to utilize the oral discussion provision of this Section, a formal grievance at Step 1 shall be filed within fourteen days following the occurrence of the event giving rise to the grievance.

2. Step 1

- (a) In filing an appeal at Step 1, the member or his designated representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement at issue, and the relief requested.
- (b) The Step 1 Management Representative or his designee shall communicate a decision in writing to the Association Representative, if any, within fourteen (14) days following receipt of the grievance form. If the Management Representative fails to respond within the time limit, it shall be deemed a denial.

3. Step 2

- (a) If the grievance is not resolved at Step 1, the member or his designated representative may submit it in writing to the Sheriff or his designated representative within seven (7) days after receipt of the decision at Step 1. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as an appeal filed at Step 1 above. 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. The Sheriff or his designated representative may have a meeting with the member, and/or with a representative, at the member's option to discuss the grievance.
- (b) The Sheriff or his designated representative shall communicate a decision in writing to the member and to his representative within twenty-one (21) days following receipt of the written grievance. If the Agency Head fails to respond within the time limit, it shall be deemed a denial.

4. Step 3 - Arbitration

- (a) Subject to the limitations set forth in this agreement, if a grievance is not resolved at Step 2, the Association or employee may appeal in writing to arbitration on a form available online through the Federal Mediation and Conciliation Service website within fourteen (14) days after receipt of the

decision at Step 2. Employees covered under the provisions of this Agreement who are not represented by the Association, shall have the opportunity to process grievances to arbitration subject to the limitations set forth in this Agreement; provided, however, such member proceeding without the assistance of the Association shall be required to post a bond in escrow with the Sheriff in an amount calculated to cover the cost of arbitration in the event that the employee is assessed the cost of arbitration, and in no event less than the amount of \$4500. The bond shall be placed in escrow within a period of thirty (30) days of the employee's request for arbitration and prior to the selection of an arbitrator. Failure to place the bond in escrow within 30 days after notification of cost will be considered a waiver of arbitration, and the resolution of the grievance at the previous step shall become final and will be deemed to be accepted by the grievant.

- (b) The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) for the selection of arbitrators. The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. Within 15 days of filing for Arbitration, the grievant must request a proposed list of arbitrators from FMCS. If the first list is not acceptable to either party, that party may request one new list within 30 days of receiving the first list. Each party may request only one new list which must be requested within 30 days of receipt of the last list provided. Additional lists may only be requested by mutual agreement of both parties and must be requested within 30 days of receipt of the last list provided by FMCS. FMCS will provide a list of seven (7) arbitrators for each grievance. Within 14 days of an agreed upon list parties shall confer to select an arbitrator. If mutual agreement is not reached, the parties shall alternately strike from the list until one remains. The party to strike first shall be determined by the flip of a coin. The parties agree to require FMCS to limit the proposed list of arbitrators to arbitrators with Florida addresses only.
- (c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Arbitration hearings shall be scheduled within 15 days of the date the parties selected an arbitrator. The hearing date shall be within 3 months of the date of selection of an arbitrator unless the parties agree to an extension. Once the date is selected, delay will only be granted for good cause. If a continuance is requested over the objection of the Sheriff, the issue will be submitted to the arbitrator for determination of good cause. If a continuance requested by the grievant is determined by the arbitrator to be not for good cause, the Sheriff will not be liable for back pay from the date of the initially scheduled hearing. Under normal circumstances hearings will be held in Pensacola, however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities.
- (d) At least fifteen (15) days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other,

a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or matters relevant to the grievance about which each witness will testify.

(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 Association, the grievant(s) and the members in the bargaining unit. In considering a grievance the arbitrator shall be governed by the following provisions and limitations:

- 1) The arbitrator shall issue his decision not later than thirty (30) business 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, shall be determined by applying a preponderance of the evidence standard, 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 his decision strictly to the application and interpretation of the specific provisions of policy or law forming the basis for the grievance.
- 5) The arbitrator shall be without power or authority to make any decisions:
 - a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.
 - b. Limiting or interfering in any way with the powers, duties, and responsibilities of the Sheriff under the Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement.
- 6) The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:
 - a. No award for back pay shall exceed the amount of pay the member would otherwise have earned at his regular rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than the time limits permitted for initiation of the grievance.
 - b. The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources and/or

unemployment compensation received by the member during the period of time affected by the award.

- 7) If the arbitrator rules partly for the grievant and partly against the grievant, his or her charges shall be proportionately shared by the grievant and the Sheriff as determined by the arbitrator; otherwise, the loser shall pay all of the arbitrator's charges. A grievance that is voluntarily withdrawn without resolution after arbitration has been invoked will be deemed to have been lost, unless otherwise agreed upon by both parties.
- 8) All arbitration hearings will be recorded. However, if the parties agree to the use of a court reporter, the appearance fee of the reporter and the cost of the arbitrator's hearing transcript copy shall be split by the parties (50/50), to be paid at the time of invoice. If either party orders a transcript of the proceedings each will bear their own costs.
- 9) The Association will not be responsible for costs of an arbitration to which it was not a party.
- 10) Arbitration decisions shall be final and binding if rendered in compliance with this Agreement, subject to either party's right to seek to have the award set aside pursuant to Section 682, Florida Statutes.

6.04 Time Limits

- A. Failure to initiate a grievance within the time limits in Section 3 above shall be deemed a waiver of the right to file a grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.
- B. Failure at any step of this procedure on the part of the Sheriff to communicate the decision on a grievance within the specified time limits shall permit the member or the Association to proceed 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 limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.
- D. Claims of either an untimely filing or untimely appeal shall be made at the step-in question.

6.05 Exceptions

Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Association or a member to process a grievance (1) on behalf of any member without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before another government board or agency, or court proceeding, brought by an individual member or group of members, or by the Association. If the subject of a pending arbitration is filed in any other forum, including but not limited to a

civil action or by filing of a complaint with any state or federal administrative agency, the arbitrator shall immediately be divested of jurisdiction and the grievant cannot proceed to arbitration.

ARTICLE 7: RESERVE FOR FUTURE USE

ARTICLE 8: INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

8.01 Internal Investigations

- A.** 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 that a 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 the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with the law.
- B.** The internal investigation procedures provided for in Chapter 112, Florida Statutes, shall apply. The procedures shall not apply to criminal investigations conducted by the Sheriff's Office, and all employees shall enjoy and exercise the rights available to all citizens subject to such an investigation without fear of discipline for exercising such rights.

8.02 Disciplinary Action

- A.** An employee who has permanent status with the Escambia County Sheriff's Office may be disciplined only for just cause.
- B.** The matrix provides general guidelines for the level of discipline for member misconduct and is not binding upon the Sheriff. The discipline matrix may be used by supervisors as a guide in determining discipline recommendations. The Sheriff is free, within his discretion, to impose discipline that is below or that exceeds the matrix guidelines. The fact that the Sheriff imposes discipline that exceeds the matrix guidelines shall not be used or cited as a basis for a grievance, nor shall it be considered in the arbitration of any grievance. The discipline matrix is included in the Human Resources Rules.
- C.** A disciplinary board will be empaneled to hear all matters for which an employee could be suspended for a period of one day or greater except for cases in which the discipline level is a level 8 and the presumptive sanction is termination. The purpose of the Board is to make a recommendation on the appropriate discipline. The Board is to consider the sustained findings of misconduct, the employee's record, extenuating circumstances, if any, and any matters that may tend to mitigate the degree of discipline. An accused member and/or his representative have the right to review the investigation prior to the convening of a board. The amount of time granted for the review will be a maximum of 48 hours. In complex cases this

can be extended at the discretion of the Sheriff. Any issue of fact or policy application in the investigation should be raised by the employee at this step in the process. The concerns shall be reduced to writing and presented to the Sheriff or his designee. A determination will be made solely by the Sheriff whether to further investigate the case, modify the charges or findings, or proceed with the disciplinary process. The board will be made up of ECSO employees. The makeup of the board will change for each disciplinary matter, as set forth herein.

D. Waiver of Disciplinary Review Board

1. An employee may submit a written request to waive his/her right to a disciplinary review board ("DRB") regardless of recommended discipline. Such request shall include an agreement by employee, employee accepts the recommended discipline, and waives the employee's right to file any grievance regarding the recommended discipline and/or the disciplinary penalty imposed.
2. Any request to waive a DRB must originate with the employee (the Sheriff cannot initiate a request for waiver).
3. The Sheriff agrees to permit the employee to waive his DRB.

E. The Sheriff will select a Chairman of the board, prior to the board convening for each session. The Chairman is not a voting member of the board and will not participate in the board's discussions. The Chairman will facilitate the discussion, answer questions of the board members, and prepare the board's final recommendation(s). An Internal Affairs investigator or the supervisor who investigated the incident will present the facts of the case to the board. After both sides have completed the presentation of all matters to the Board, all parties except the Board Members and the Chairman shall leave the hearing room, and the Board Members will complete their deliberation and vote on the recommended discipline.

F. During the deliberations, Board Members will consider the type of violation under Sheriff's General Orders, the Escambia County Sheriff's Office discipline matrix, and the discipline level specified for each sustained violation in the discipline matrix as set forth in the Escambia County Sheriff's Office Human Resources Rules. Although the range of discipline derived from using this matrix is a guideline, the Board's recommendation for the level of discipline should ordinarily be within the range of discipline set forth by proper application of the discipline matrix, and should not deviate from the specified range of discipline unless warranted by the facts and circumstances of the offense and the record of the subject member. After completion of its discussions and deliberation, the Board shall vote on the recommended discipline. Such discussions and voting shall not be recorded. The Chairman will maintain minutes of the Board's discussions and votes, however, the identity of the Board Member who made the comments shall remain confidential. The minutes shall include the vote count, but shall not identify by name how the Board Members voted. If the board recommends discipline outside of the range of the discipline specified in the discipline matrix, the Board's recommendation should include written justification for such deviation. The Sheriff will review and consider the advisory opinion of the Board and the range of discipline set forth in the

discipline matrix for the sustained violations of the subject member. All discipline is the ultimate prerogative of the Sheriff, who may deviate from the advisory opinion of the Board and from the discipline matrix as conditions and circumstances warrant.

- G. The board will consist of five voting members. If the disciplinary issue is specific to law enforcement, or civilian, these members should correspond to the respective unit. The Sheriff and the PBA will each select one member. The Chairman and the two appointees of the Sheriff and the PBA will collectively select a third and fourth member. The accused employee will select the fifth and final member. All five board members are expected to remain neutral and base their final decision on the facts, not because of preconceived loyalty to the party who selected them. The member appointed by the accused employee is a neutral board member, and not the personal advocate for the employee. The accused employee may attend the disciplinary review board, but the accused employee will not be asked questions or participate in the board's discussions; however, the accused employee will have the opportunity for review of the disciplinary action as outlined in this Agreement. The accused member may have one representative who is not a member of the Board to present matters regarding the member's record, extenuating circumstances and any other matters that would tend to mitigate the discipline to be recommended. The member and his representative may not present issues of fact or policy application that were raised or could have been raised at the time of review of the investigation by the member. This does not limit the member's right to again raise issues relating to the sustained findings with the Sheriff.
- H. Both Parties agree that disciplinary issues which involve confidential medical information are not well suited for the DRB process. However, if an accused employee wishes to have a review board that of necessity will include presentation of medical confidential information, the employee will be required to sign appropriate waivers to allow the information to be presented and discussed. Examples of when this would occur are positive drug tests, sick leave abuse, workers compensation fraud, etc. If the employee chooses not to submit a signed waiver, this will constitute a waiver of the DRB and the Sheriff will make the final decision.
- I. If filed within fourteen (14) calendar days from the date of receipt of notice from the Sheriff by personal delivery or by certified mail return receipt requested, a complaint by an employee with permanent status concerning a reduction in base pay, suspension, dismissal, or other disciplinary action may be grieved at Step 2 and processed through the Arbitration Step, in accordance with the Grievance Procedure in Article 6 of this Agreement.
- J. Both Parties agree that additional procedural changes to the discipline review board process set forth in this paragraph may be effected by mutual agreement of the parties through a written memorandum of understanding signed by the Sheriff and the duly authorized representative of the Police Benevolent Association.

8.03

Written reprimands shall be subject to the grievance procedure in Article 6, but only through Step 2.

8.04

An employee who has not attained permanent status shall not have access to the grievance procedure in Article 6 when disciplined.

8.05

Each employee shall be furnished a copy of all disciplinary actions placed in his or her official personnel file and shall be permitted to respond thereto as outlined in 15.01B.

8.06

An employee may request that an Association staff or grievance representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference where the employee is present in which suspension or dismissal of the employee is being considered.

ARTICLE 9: ROLBACKS, LAYOFFS AND RECALL

9.01 Layoffs and Rollbacks

- A.** In the event that the Sheriff foresees the need for a reduction in force of employees during the term of this Agreement, he shall immediately request in writing negotiations with the Association over the impact of such reduction. The parties shall, in these negotiations, consider many factors, including, but not limited to, natural attrition, voluntary early retirement, order of layoffs, rollbacks and recall rights.
- B.** A layoff is a reduction in the number of members within the Office of Sheriff due to lack of work, lack of funds or for any reason other than the acts or delinquencies of the employee.
- C.** Any layoffs within the bargaining unit shall be done on a seniority basis in reverse order as defined in Article 12 of this Agreement. Such layoffs shall occur only after all non-essential members of the Office of Sheriff have been laid off, subject to Paragraph A.
- D.** A rollback is a reduction in rank of members within the Office of Sheriff due to lack of work, lack of funds, or for any reason other than the acts or delinquencies of the employee.
- E.** Rollbacks within the bargaining unit shall be done on a basis of time in grade, which shall be determined by the date of most recent promotion/lateral transfer to (or date of hire in) a permanent position within the bargaining unit. If two

employees have identical time in grade, then seniority as defined in Article 12 of this Agreement shall prevail. Rollbacks will be in reverse order of time in grade for the affected rank. Such rollbacks shall occur only after all non-essential members of the Office of Sheriff have been rolled back or laid off, subject to Paragraph (A).

- F. No employee with permanent status in an affected class shall be laid off or rolled back while an employee on probationary status is serving in that class.
- G. An employee rolled back in rank will be placed in the highest rank his/her time in grade will support. An employee's pay will be reduced by a maximum of ten percent (10%) for each rank reduced. Employees rolled back to a rank within the Law Enforcement Officers' Bargaining Unit will be governed by the layoff and recall provisions of this Agreement.

9.02 Recall

- A. Employees who have been rolled back or laid off shall be recalled to their former rank based on their former time in grade provided they are currently qualified to perform the work in the job classification to which they are recalled. No new employee shall be promoted until the employees rolled back have been given an opportunity to return to work at the employee's original position.
- B. The Sheriff shall provide notice of recall to former rank to those employees still employed through official Sheriff's Office channels. The employee will sign a receipt for such notice. Concurrently, the Sheriff will provide the Association with a list of those employees so notified. Any employee rolled back to a rank within their unit and subsequently laid off will be given notice of recall.
- C. The employee shall have thirty (30) calendar days from the date of the returned receipt in which to respond to the recall notice. If written response is not received by the Sheriff within that time, or if the employee declines the position, the Sheriff may commence normal recall procedures.
- D. The rank, salary, leave credits, allowable retirement benefits, and years of service to which a recalled employee is entitled shall be the same as if there had been no break in service. The time retrenched shall not be counted as time in service.
- E. After eighteen (18) months of layoff, an employee's re-employment rights under this Agreement shall cease.

ARTICLE 10: ACTING RANK

10.01 Eligibility

Each time an employee is officially designated by the Sheriff or his designee to act in a higher classification than the employee's permanent classification and actually performs

said duties for a period of more than ten (10) consecutive workdays, the employee shall be eligible for a promotional pay increase to the higher classification for those times only that he or she is acting in the higher rank and the pay increase shall be retroactive to the beginning of the ten (10) day period. Employee(s) in an acting capacity shall not be removed for short periods of time in order to avoid payment under this section. A temporary appointment will only be made in the event a current promotional list is not available.

10.02 Method of Compensation

Employees temporarily filling a position in a higher classification shall be paid according to the same compensation method as permanent promotee to that classification during the period served in the higher classification. To be eligible for pay, employee must notify the Sheriff in writing by filing a grievance within thirty (30) days. Employee will only be eligible to receive higher pay for the time actually spent serving in higher rank.

ARTICLE 11: SAFETY

11.01 General Safety Statement

- A. The parties acknowledge that law enforcement is, by its very nature, a hazardous occupation and employees understand that the nature of the job environment exposes them to hazardous conditions. The Sheriff's Office will make a reasonable effort to ensure that its equipment, working conditions, and the job environment will not jeopardize the health or safety of employees. Nothing in this Article limits the management rights expressed in Article 20. Employees will make a conscientious effort to maintain a safe working environment.
- B. The Sheriff's Office will make a reasonable effort to ensure that the equipment it purchases will not jeopardize the health or safety of employees and will be adequately maintained. Within the limitations imposed by the performance of duty, employees will make a conscientious effort to operate vehicles and maintain equipment in a safe and efficient manner, as well as to ensure equipment is inspected and not subject to abuse.

11.02 Vehicle Safety

Vehicles used by employees, whether issued to the employee or not, shall be maintained in safe operating condition as determined by the Sheriff or his designee based upon current automotive and recognized enforcement industry safety standards. It is the obligation of the operator of each vehicle to notify his supervisor or other appropriate personnel whenever a condition which the operator regards as an unsafe condition arises with respect to a vehicle.

11.03 Firearms Safety

- A. Sworn Officers in the Bargaining Units: In order to promote safety in the use of firearms by officers, the Sheriff will ensure each officer is required to qualify with

his authorized weapon(s) in an approved Standards and Training Course at least once every twelve (12) months, at no cost to the officer.

- B.** Temporary assignments – Any members not able to demonstrate proficiency with their service weapon will be temporarily assigned to duties which do not require firearms.
- C.** Repeated failure to demonstrate competency with the primary service weapon shall be cause for appropriate action up to and including withdrawal of appointment.

ARTICLE 12: SENIORITY

12.01 Definition

A. Sworn Units:

For the purpose of this Article, *seniority* shall be defined for those employees employed on the date of ratification of the respective Agreements as follows: Law Enforcement Bargaining Unit - February 12, 1994; Supervisory Law Enforcement Unit - February 12, 1993; whether currently a member of one of the supervisory bargaining unit or subsequently promoted into one of the supervisory bargaining units from an employee's bargaining unit, as service as a classified employee employed by the Sheriff's Office in a job classification within one of the employee bargaining units (or served as a deputy sheriff, regardless of the job classification) and having continuous classified service.

Henceforth, seniority will commence with the date of hire as a sworn officer within the bargaining unit. Any three (3) day unauthorized absence or thirty (30) day voluntary separation from the Sheriff's Office shall be considered a break in service. However, the Sheriff may bridge seniority for such absence or separation in excess of the above times at his sole discretion, up to the thirty (30) day maximum. A volunteer position with the Sheriff's office is not considered classified service, nor is it intended to be counted in any longevity or seniority issues that may arise.

B. Direct Support:

The beginning date of seniority for direct support personnel shall be their initial date of hire at the Escambia County Sheriff's Office. Any three (3) day unauthorized absence or thirty (30) day voluntary separation from the Sheriff's Office shall be considered a break in service. However, the Sheriff may bridge seniority for such absence or separation in excess of the above times at his sole discretion, up to the thirty (30) day maximum. A volunteer position with the Sheriff's office is not considered classified service, nor is it intended to be counted in any longevity or seniority issues that may arise

12.02 Seniority Application

Except under extraordinary circumstances, vacations, holiday leave, unit assignment, shift transfers and regular days off, vehicles and issuance of new equipment shall be

made first on justifiable agency needs, then seniority, and then the officer's preference. The Sheriff and the Association understand that there may be times when the needs of the agency will not permit seniority to be the predominant consideration in such matters.

ARTICLE 13: LEAVES

13.01 Leaves of Absence

All leaves of absence shall be governed according to Escambia County Sheriff's Office policies and procedures pertaining to sick leave, annual leave, disability leave, funeral leave, military leave, holiday leave, and leave with or without pay

13.02 Annual Leave

A. Annual leave shall be earned by the Law Enforcement Deputies, Law Enforcement Sergeants/Lieutenants and Direct Support bargaining units twice a month according to the following Table:

County Service Time	Leave Hours
Less than 5 years	4
5 Years but less than 10 years	5
10 Years but less than 15	6
15 Years but less than 20	7
20 Years but less than 25	8
25 or more years (direct support only)	9
30 or more years (direct support only)	10

Direct Support who are hired after March 7, 2017, shall not accumulate leave at more than 8 hours twice a month. Sworn officers who are accruing leave at the rate of 9 hours twice a month shall not be reduced to 8 hours twice a month.

B. All leave requested in writing shall be approved or denied in writing. If denied, a copy of the written request and denial with stated reasons will be provided to the employee if the employee so requests.

13.03 Sick Leave Conversion

In order to encourage and reward employees who exercise care in the maintenance of their personal health and job attendance, the Sheriff agrees to allow any employee having 700 hours of sick leave on his/her anniversary date to convert up to 40 hours of sick leave to annual leave. If the employee's annual leave balance is over the maximum allowed accrual for annual leave, that employee is not eligible to convert the hours unless the total balance is within 40 hours of the maximum allowed under this agreement. Such conversion cannot allow an employee to exceed 500 hours, however the employee will be able to convert an amount lower than 40 hours to bring them to the maximum of 500 hours.

13.04 Leave and holidays

All items pertaining to leave not covered by this article shall be listed in the ECSO Human Resources Manual as written on the day of ratification. In the event of a conflict between the provisions of this section and the ECSO Human Resources Manual, the provisions of this agreement shall control.

Holidays for employees of the ECSO will be those holidays as determined by the Escambia County Commission for all county employees.

13.05 Bereavement Leave

- A. Any regular or probationary Escambia County Sheriff's Office employee will be eligible for bereavement leave with pay under the following terms and conditions:
- B. A Maximum of three (3) bereavement days with pay will be allowed for each qualifying event. A qualifying event is defined as the death of any person residing in the employee's household or any member of the employee's extended family meaning spouse, child, parent, sister, brother, step-father, step-mother, grandparents or grandchildren of either the employee or the employee's spouse.
- C. A maximum of six (6) bereavement days with pay may be taken per employee per fiscal year. Employees may request additional time off, but time off in excess of these limitations will not be with pay.

13.06 Excess Leave

- A. The following are limitations on the amount of leave that can be carried over from year to year in an employee's leave balance beginning January 1, 2016:

Annual Leave – 500 Hours
Holiday Leave – 100 Hours
Union compensatory time – 200 Hours
FLSA compensatory time – No Limitation

- B. Each year on the anniversary of the date that the employee was hired by the Sheriff, any accumulated Annual or Holiday leave balance in excess of the above maximum amounts will be transferred to the employee's Union Compensatory time account, and Union Compensatory time in excess of the above maximum amounts set forth in paragraph A of this section after such transfer will be eliminated from the employee's leave account and forfeited. However, all FLSA Compensatory time will be carried over from year to year without limitation.
 - (a) The following is the maximum amount of leave hours for which an employee will be paid upon termination of employment with the Sheriff:

Annual Leave – 500 hours
Holiday Leave – 100 Hours

FLSA compensatory time combined with Union Compensatory time – 200 hours, however, the member will be paid in full for all FLSA compensatory time, even if it is in excess of 200 hours.

Sick Leave – Employees will be entitled to one-half of accumulated sick leave up to a maximum of 940 hours upon retirement in good standing, disability or death. Employees who are terminated will not be entitled to payment for sick leave and all such sick leave shall be forfeited.

- i. Employees who have been employed for over 10 years with the agency will be entitled to one-half of accumulated sick leave up to a maximum of 940 hours upon separation, except for employees who are terminated, or who do not separate in good standing.
- ii. Employees who have been employed for over 10 years with the agency who retire or resign while under investigation for a moral character violation do not separate in good standing, and will be entitled to one-quarter of accumulated sick leave up to a maximum of 470 hours at separation.

(b) With the exception of payment for FLSA Compensatory time, maximum leave buybacks are cumulative lifetime maximum payments. Any leave that is sold back due to separation from this agency will be deducted from any future leave maximum payouts should the person become re-employed with the agency.

(c) Payments for leave pursuant to this subparagraph will be based on the employee's regular rate of pay at the time of separation of employment.

ARTICLE 14: REPLACEMENT OF PERSONAL PROPERTY

14.01 Watches, Prescription Glasses, and Medical Aids

An officer, while on duty and acting within the scope of employment, who suffers damage or destruction of his or her watch, prescription glasses, or such other items of personal property as have been given prior approval by the Sheriff or his designee as being required by the officer to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed. Upon proper documentation by the officer of the amount expended, the Sheriff may authorize reimbursement for repair or replacement of such property.

Other Items - The Sheriff or his designee shall have final authority to determine the reimbursement value of items other than watches, prescription glasses, and medical aids as defined above.

ARTICLE 15: PERSONNEL RECORDS

15.01 Personnel File

- A.** There shall be only one official personnel file for each officer in which commendatory and derogatory information that impacts fitness for promotion or duty is recorded. This record shall be maintained in the human resource files of the Sheriff. Both parties acknowledge that due to public record laws and for legal liability purposes, secondary copies of official files may exist.
- B.** If any derogatory material is placed in an officer's official personnel file, a copy will be sent to the officer. The officer will have the right to answer any such material filed provided the material is not the product of an issue that has been through any part of the grievance procedure. The officer's answer will be attached to the file copy. The officer's answer must be related directly to the derogatory material. The officer will have 30 days from the date he or she was aware the derogatory information was issued to provide an answer. If the information is not provided in that timeframe, the answer will not be attached to the material.
- C.** An officer will have the right to review his or her own official personnel file at reasonable times as designated by the Sheriff or his designee under the supervision of the designated records custodian.
- D.** When the Sheriff or his designee, the Florida Public Employees Relations Commission, the Courts, an Arbitrator, or other authority with jurisdiction to make such a determination, determines that a document has been placed in an officer's personnel file in error or should otherwise not be a part of the officer's personnel file. Such document shall be marked "Invalid - Not to be used in any future disciplinary or personnel actions." The document and the explanation shall be maintained in the employee's disciplinary file and shall be regarded as invalid or unfounded and not be utilized for any employment determinations regarding the officer. The parties acknowledge that the record may be a public record under Florida law and shall be treated accordingly. If requested for a public records request, a copy of the request will be noted and dated and placed in the file.
- E.** The Sheriff will make every effort to notify the ECSO employee of a public records request for that employee's personnel file.

ARTICLE 16: FRINGE BENEFITS

16.01 Employee Assistance Program

The Sheriff shall provide an Employee Assistance Program in which one or more confidential consultations are available for any officer and dependents with any type of personal problem which might interfere with their work performance (medical, mental, family, financial, substance abuse, etc.).

16.02 Educational Benefits

The Sheriff shall provide tuition, per diem, room, and travel allowance for employees attending approved out of town schools and training costs for employees attending training institutions within the geographical area of this Sheriff's Office.

16.03 Tuition Reimbursement Program

The Sheriff shall reimburse employees for tuition costs for approved course work from an accredited college or university in accordance with current Sheriff's Office policy.

16.04 Boot Allowance

The Sheriff authorizes a boot allowance of \$10.00 per month for deputies while assigned to a patrol shift, Court Security, Civil, and School Resource Officers, and Crime Scene Technicians. Civil Process Servers are authorized to receive a \$50.00 per year boot allowance.

16.05 Benefits for Employees on Leave of Absence without Pay

- A.** Employees on leave of absence without pay, including parental leave, shall be eligible to participate in the insurance plans and the Employee Assistance Program provided above. Payment for benefits previously enrolled in shall remain at the active employee contribution rate and payment must be submitted to the agency on the same payment schedule as required for active employees. Any employee who is in a non-pay status will be notified at 30 days when they have not paid for their elected benefits that they will be removed from the policy at 60 days if they have not paid their portion in full unless FMLA prevails.
- B.** The choice to participate in any or all of the benefits listed above shall reside with each employee, provided that the employee electing to participate in group insurance plan(s) meets the eligibility requirements of the carrier(s). All costs of participation shall be paid by the employee according to the method prescribed by the carrier(s).

16.06 Retiree Benefits

- A.** Retired employees shall be eligible to participate in the insurance plans pursuant to Florida law.
- B.** The choice to participate in any or all of the benefits listed above shall reside with each retired employee, provided that an employee electing to participate in group insurance plan(s) meets the eligibility requirements of the carrier(s). All costs of participation shall be paid by the employee according to the method prescribed by the carrier(s).

- C. Any benefits not elected by the retiring employee within 30 days of retirement shall be permanently forfeited from future enrollment opportunity. If the situation of a death or disenrollment should occur when both spouses are retirees, the affected retiree would be eligible to continue coverage under their own individual account.

16.07 Early Retirement Bonus

The Retirement Incentive Program will grant a salary incentive to employees who choose to retire during their first eligible year for normal retirement. Normal retirement as defined by the current Florida Retirement System is the time the member is first eligible to receive an unreduced retirement benefit based on the member's age or years of service.

Early Retirement for the Pension or the Investment Plans is an employee who is classified as a retiree by retiring from the agency in good standing within one year of the age or years of service required for their classification based on the Florida Retirement System definition listed above.

Retirement from the agency is defined as terminating employment with the agency.

Employees who choose to participate in the Florida Retirement System DROP program shall not be eligible to receive compensation under the Retirement Incentive Program. Under the Retirement Incentive Program, the employee who chooses to retire during their first eligible year under any one of the above options may receive a 15% salary incentive. This salary incentive reduces to 10% for the second year and 5% for the third year. After the third eligible year, no retirement incentive will be paid. Based on the definition of "normal" retirement and the original purpose for creating the Retirement Incentive Program, a salary incentive is authorized under the Retirement Incentive Program one time only.

In addition to the above definition of "normal" retirement, the employee must submit a Letter of Intent to Retire to the Employee Benefits department a minimum of four (4) months in advance.

Retirement Incentive Calculation:

Hourly salary + educational incentive x 2080 (annual work hours) x 15%, 10% or 5% = Retirement Incentive Payment

16.08 Investment plans

Employees may elect to participate in all investment programs, plans, and opportunities to the extent allowed by law. This does not confer any greater right to employees other than those rights set forth in the written Plan Documents for each individual plan or program. This provision is not intended to make any representations as to the nature of each plan or the outcomes of any investments made by members.

ARTICLE 17: HOURS OF WORK AND OVERTIME

17.01 Fair Labor Standards Act and Hours of Work

- A. Law Enforcement employees shall be assigned to either eight (8) or ten (10) hour work days. The work week shall be forty (40) hours. With the exception of callback time the only time a member can claim is time actually at work. For example, if an eight (8) hour employee attends a training for only five (5) hours on their regular scheduled work day and at the conclusion of the class wanted to go home the member would be required to burn three (3) hours of leave.
- B. With the exception of sick leave and annual leave, authorized leave with pay and Association release time shall be considered time worked for purposes of computing contract time.
- C. Authorized meal periods or breaks shall be counted as time worked if the direct support personnel is required to remain on standby for duty and receive assignments through telephone, radio or pager, or return to duty during the period and actually returns to work as a result of a request to do so.
- D. In order to administratively manage the accrual of compensatory leave, if the employee is below the allotted leave balances, employees may either accumulate leave or flex their hours during their regularly assigned work schedule, with supervisory approval. If the employees are over in any of their allotted leave balances with the exception of sick leave, management can require the employee to flex their hours during his/her regularly assigned work schedule.
- E. The accrual of overtime will be calculated on a daily basis only if the employee works the prescribed work week as described in the above paragraph. Failure to work the prescribed work week or work cycle will result in the time worked in excess on a daily basis being counted towards the completion of the whole work week or work cycle. All overtime should be approved by the employee's supervisor. Request for paid overtime must be with an approved overtime authorization form. Paid overtime shall be at the discretion of the Sheriff.
- F. The parties to this agreement understand and acknowledge that it is possible for an employee to deliberately manipulate the discharge of his responsibilities in a way that could result in the accrual of overtime when such accrual would have been avoided without such manipulation. The parties further agree that in any instance where such manipulation is established to have occurred, that situation would constitute just cause for disciplinary measures to be applied.

17.02 Time Worked

- A. "Time worked" shall include time worked during assigned work periods, time actually worked in addition to regularly assigned and worked assignments, time worked as a result of having been called back to work, and time spent in the

position, attending court, or in otherwise participating in the prosecution of a criminal case.

- B.** There shall be a minimum of two (2) hours compensation for each instance in which an employee is called back to work or is engaged in court time assignments. This two hour minimum shall only apply to issues that require travel to a location to represent and perform Sheriff's Office business. If not eligible for the two (2) hour minimum, actual time will be compensated per FLSA rules. "Time worked" for the purposes of paid overtime shall also include the use of FLSA compensatory leave, holiday leave, and military leave, but shall not include the use of annual leave or sick leave.
- C.** The use of FLSA compensatory leave and/or holiday leave and/or military leave as "time worked" shall be capped at a total of eight (8) hours per work period for employees working 8 hour days, or ten (10) hours per work period for employees working 10 hour days, or twelve (12) hours per work period for employees working twelve hour days. During a declared state of emergency, "time worked" will include only hours actually worked and the use of FLSA compensatory leave.

ARTICLE 18: UNIFORMS, EQUIPMENT, AND VEHICLES

18.01 Uniforms

- A.** All officers shall receive a standard issue of uniforms (winter and summer) and uniform accessories.
- B.** The Sheriff shall provide uniforms and bullet proof vests for its female officers in the appropriate sizes, designed and cut for females

18.02 Firearms

- A.** The Sheriff shall issue firearms that he has determined to be appropriate for use. Each officer is required to qualify with the use of such firearm.
- B.** Officers may purchase and carry personal firearms in addition to the firearms issued by the Escambia County Sheriff's Office. The carrying of personal firearms and other personal police equipment shall be in accordance with applicable policies of the Escambia County Sheriff's Office, and officers must qualify with each such weapon or equipment prior to being authorized to carry it.

18.03 Vehicles

Each officer that has completed FTEP shall be assigned a Sheriff's vehicle for use in accordance with Sheriff's Office practice and policy. The vehicle may be used for official business, travel to and from the officer's residence, and off-duty law enforcement related work. While operating the vehicle, the officer shall be armed, monitoring his/her radio, and available to respond to emergencies.

ARTICLE 19: MANAGEMENT RIGHTS

- A.** The Association agrees that the Sheriff has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers or authority which the Sheriff has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the Sheriff. The rights of the Sheriff through his management officials, shall include, but shall not be limited to, the right to determine the organization of the Sheriff's Office; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the Sheriff's Office; to set standards for service to be offered to the public; to direct the officers of the Sheriff's Office including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule officers in positions with the Sheriff's Office; to suspend, demote, discharge, or take other disciplinary action against officers for proper cause; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve officers from duties because of lack of work or other legitimate reasons; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish job pay positions; to change or eliminate existing methods of operation, equipment, or facilities.
- B.** The Sheriff has the sole authority to determine the purpose and mission of the Sheriff's Office; to prepare and submit budgets to be adopted by the Escambia County Commission.
- C.** Those inherent managerial functions, prerogatives and policy-making rights which the Sheriff has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the Grievance Procedure contained herein.
- D.** Delivery of Sheriff's Office services in the most efficient, effective, and courteous manner is of paramount importance to Escambia County. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

ARTICLE 20: SALARIES

20.01 Pay Scales

- A.** The Sheriff will propose budgetary increases to the Board of County Commissioners for the purposes of obtaining fair compensation for the professional services rendered by the employees of the Escambia County Sheriff's Office. Annually, the Sheriff will propose a budget which will result in a pay increase of at least 3%. In the event that the amount sought is appropriated by the Board of County Commissioners, the Sheriff shall increase the pay of the bargaining unit employees accordingly. In addition, it is anticipated that the Board

of County Commissioners may review the rate of compensation of various occupations of employees of Escambia County. The Sheriff agrees to use every best effort to obtain additional funding through this process and, if appropriated by the Board of County Commissioners, to provide such pay increases as may be achievable through that process to the employees of the Escambia County Sheriff's Office. The Sheriff further agrees to seek Escambia County Sheriff's Office Deputy and employee pay and benefit parity with the pay and benefits granted to other employees of Escambia County. The PBA commits to support the Sheriff in his efforts to obtain additional compensation and pay and benefit parity with the County.

- B.** In the event that an employee's merit raise would result in pay that is above the maximum of the pay grade, the employee's annual salary will either be raised to the maximum annual salary for that pay grade, or the employee will receive a one-time lump sum payment equal to the merit percentage pay increase given to all employees.

20.02 Educational Incentive Pay

Employees shall be eligible for Education Incentive Pay in accordance with policy. This paid benefit is not automatically triggered by time spent with the agency. Qualifying training hours include approved CJSTC training hours completed while on duty if the course is required by the agency, job-related training approved and funded by the Sheriff, range time, and mandatory retraining, block training or In-service training conducted by the agency.

- A.** Sworn officers are required to earn two hundred (200) hours of qualifying education and/or training time during the previous five (5) year employment period. Provisions of this policy shall not duplicate those of Salary Incentive Pay as established by the Criminal Justice Standards and Training Commission (CJSTC) nor the Career Path program in provisions 22.01.
- B.** Civilian employees are required to earn fifty (50) hours of qualifying education and/or training time during the previous five (5) year employment period.

Educational Incentive pay will be granted to each qualifying permanent employee, including part-time employees who work a regular schedule of at least twenty (20) hours per week, at the following rates:

Continuous Service Time	Educational Incentive Percentage
Less than 5 years	0%
5 – 9 years	2%
10 – 14 years	4%
15 – 19 years	6%
20 – 24 years	8%
25 years or more	10%
30 years or more (civilian only)	12%

20.03 Assignment Pay

A. The Sheriff and the Association recognize that there are some assignments that are temporary in nature that are essential to the modern law enforcement mission. Many of those activities exceed the job description of the employee as to both authority and responsibility. However, the available manpower of the Department and/or the demand for these services precludes the creation of special job descriptions to be filled on a permanent basis. In order to adequately compensate those employees assigned these additional responsibilities, the employee will receive assignment pay in the following amounts:

<u>ASSIGNMENT</u>	<u>MONTHLY COMPENSATION</u>	<u>HOURLY COMPENSATION</u>
Investigations	\$200.00	\$1.15
SRO's	\$200.00	\$1.15
Narcotics	\$200.00	\$1.15
K-9 Officers	\$200.00	\$1.15
FTO's	The higher of \$300 or 10% of base pay plus educational incentive	Varies depending on base pay
SWAT	\$200.00	\$1.15
Hostage Negotiation	\$100.00	\$.57
Certified Communications Training Officer	\$125.00 (only when with an assigned trainee)	\$.72
Shift Communications AOIC	\$150.00	\$.87
Dive Team	\$100.00	\$.58
Honor Guard	\$100.00	\$.58
Cadet Coordinator	\$100.00	\$.58
Criminal Intelligence Technician	\$50.00	\$.29

Employees who are assigned to more than one of the above positions will receive assignment pay for only one position that being the highest compensation. Officers assigned to SWAT may receive total assignment compensation up to \$300 with a second qualifying assignment pay.

B. The computation of assignment pay shall be in accordance with current practice which will be calculated and paid hourly.

C. Assignment to the above positions shall be at the discretion of the Sheriff. Involuntary transfer out of that assignment is grievable to the Sheriff. If transfer out of the position is due to a reduction in the number of positions, said action will not be grievable provided the reduction is done by seniority within the unit. The decision of the Sheriff shall be final.

D. No new 1st Lieutenant assignment pay will be assigned after ratification of this agreement.

20.04 Salary Incentive Pay

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

20.05 Merit Increases

A. Nothing in this Article shall preclude the Sheriff from awarding additional merit pay increases limited to 10% per year if the Sheriff determines adequate funds are available.

B. In the event that an employee's merit raise would result in pay that is above the maximum of the pay grade, the employee's annual salary will either be raised to the maximum annual salary for that pay grade, or the employee will receive a one-time lump sum payment equal to the merit percentage pay increase given to all employees.

20.06 Civilian Clothing Allowance

Officers who are assigned to positions requiring civilian business dress attire shall receive a civilian clothing allowance of \$40.00 per month.

20.07 Equipment Allowance

Garage mechanics may receive up to \$500.00 per year for tool replacement.

20.08 Shift Differential Pay

A. Direct support personnel assigned to Communications, Report Takers, Crime Scene, Evidence Technicians, Records Clerks and Dispatch Aides assigned to the Evening Shift or the Midnight shift shall receive compensation as follows:

Evening shift... \$150.00 per month additional

Midnight shift... \$200.00 per month additional

NOTE: Evening shift and Midnight shift hours may fluctuate depending on assigned unit schedules.

Shift differential is intended for an individual who is assigned to an evening or midnight shift and not for an occasional occurrence of working over normal shift hours. If the majority of the shift worked is after 1700, then shift differential will be given. If the majority of the shift worked is after 2400, then shift differential will be given.

B. Patrol Shift Differential:

Definitions: An Officer assigned to an evening or midnight shift:

Evening Shift\$120.00 per month additional

Midnight Shift.....\$160.00 per month additional

Any sworn officer that works any portion of the above hours shall receive compensation for those hours worked. Shift differential is intended for an individual who is assigned to an evening or midnight shift and not for an occasional occurrence of working over normal shift hours.

ARTICLE 21: OFF-DUTY LAW ENFORCEMENT EMPLOYMENT

Opportunities for off-duty law enforcement employment shall be governed by the policies and procedures of the Escambia County Sheriff's Office. It is the intent of the parties that all off-duty employment will be compensated by the off-duty employer at the minimum rate of \$33.00 per hour, which would include any administrative fee to be collected from the employee for the reimbursement of administrative costs and/or costs of operation and maintenance of Sheriff's Office equipment. Each employee will be invoiced by the Extra-duty Office and payment will be collected from the employee as defined in agency policy. The minimum payment of \$33.00 per hour may be increased at the discretion of the Sheriff.

ARTICLE 22: CAREER PATHS AND PROMOTIONAL PROCEDURES

22.01 Definitions

- A. The term *seniority* as used in this article is defined in Article 12 of this Agreement.
- B. The term *years of service* as used in this Article shall mean total years of continuous service as an Escambia County Deputy Sheriff in a classified position.
- C. The term *Prior Service* as used in this article shall mean the total years of full-time employment as a Certified Law Enforcement Officer in the state of Florida who have experience with a Florida law enforcement agency with more than 100 sworn personnel. No more than three (3) years of prior service shall be utilized in determining eligibility for advancement under the Deputy Sheriff Career Path.
- D. Training hours defined as *qualifying training hours* for the purposes of promotion or career progression include hours of approved CJSTC training courses that the candidate for promotion or progression successfully completed while off duty. Approved CJSTC training hours completed while on duty are also acceptable if the course is required by the agency and not considered mandatory retraining, block training or in-service training conducted by the agency (ex: ICS courses would be accepted.) CJSTC training that will not count for promotion or career progression includes mandatory training classes necessary to maintain officers' certification or classes conducted by the agency that are mandatory for all officers in the specific class or bargaining unit to attend (such as DV, Range, Pro-Net, etc.) Candidates for promotion or progression may use approved CJSTC training courses obtained within three years of employment with the Escambia County Sheriff's Office under the following conditions:

1. The course must be an approved Florida CJSTC or equivalent training course.
2. The training does not qualify as mandatory retraining as described above.
3. The candidate must have been employed with an approved or qualifying law enforcement agency at the time of the training.
4. The course completion certificate must be submitted to the Training Section OIC for verification and approval.

22.02 Promotional Procedures and Career Paths

A. Deputy Sheriff:

A Deputy Sheriff shall serve in a probationary period for one (1) year. The probationary period may be extended by the Sheriff for up to an additional year with the consent of the employee. This authority to extend the probationary period shall be the exception rather than the rule. In the event that probation is extended, the employee will enter into a contract with the Sheriff specifying the terms of the extension.

B. Deputy Sheriff 1st Class:

Officers rated as Deputy Sheriff will advance to Deputy Sheriff 1st Class upon reaching 7 years' service/seniority and must have successfully completed 200 hours of approved training. An officer may substitute up to 100 classroom hours of law enforcement college level classes for the 200 training hours required. An officer will receive 5% proficiency pay upon meeting the requirements to become a Deputy Sheriff 1st Class.

C. Senior Deputy:

Officers rated Deputy Sheriff 1st Class will advance to Senior Deputy upon reaching 12 years of service/seniority and the successful completion of an additional 200 hours of approved training. The 200 hours of approved training must have been completed while the officer was in the rate of Deputy Sheriff 1st Class. An officer may substitute up to 100 classroom hours of law enforcement college level classes for the 200 training hours required. An officer will receive 5% proficiency pay upon meeting the requirements to become a Senior Deputy.

D. Master Deputy:

Officers rated Senior Deputy will advance to Master Deputy upon reaching 17 years of service/seniority and successfully completing an additional 200 hours of approved training while in the rate of Senior Deputy. An officer may substitute up to 100 classroom hours of college level courses for the 200 hours of training required. An officer will receive 5% proficiency pay upon meeting the requirements to become a Master Deputy.

E. Lateral Hires

This applies to a full-time certified Deputy Sheriff with prior law enforcement experience with an agency with more than 100 sworn personnel in the State of

Florida. A lateral hire will be awarded one percent (1%) above base salary for each full year of comparable full-time experience up to a maximum of ten percent (10%) above the base salary. Per this agreement, a lateral hire will not be compensated at a wage greater than an existing ECSO Deputy Sheriff with an equal number of years of law enforcement experience. This is retroactive for current members for a five (5) year period from date of ratification.

F. Employees transferring Bargaining Units

The parties acknowledge that there are occasions when a direct support employee transfers his or her employment from the direct support bargaining unit to the law enforcement bargaining unit. While it is not as common, law enforcement deputies may also transfer his or her employment from the law enforcement bargaining unit to the direct support bargaining unit, upon appropriate training and certification. Because these transfers could otherwise involve the loss or gain of substantial hourly or annual compensation, the parties agree that no such transferring law enforcement employee shall lose more than ten percent (10 %) of the former hourly rate of pay unless the maximum salary of the new position transferring into results in a pay loss of more than ten percent (10%), in which case, the transferring officer will be paid at that maximum salary. A civilian would be compensated at base pay of a Deputy Sheriff upon transfer.

If a probationary employee transfers between a sworn and non-sworn bargaining unit due to promotion, the employee does so with no guarantee he or she will be permitted to return to the original bargaining unit vacated during the promotional process.

A maximum of three years credit will be awarded towards achieving Deputy 1st Class status for any deputy changing his or her bargaining unit during the first seven years of employment with the Escambia County Sheriff's Office.

22.03 Implementation

CJSTC advanced/specialty courses completed or in which the officer is actively enrolled as of the date of ratification may be used to satisfy the requirements set forth for promotion. The Sheriff may add to the list of approved courses at his discretion. Should any course be deleted from the list or eliminated by CJSTC, officers who have completed the affected course shall maintain appropriate credit toward these requirements. In order for the courses to count for promotion, the course credit must have been earned during the officer's off-duty, uncompensated hours, with the exception of those courses where the employee was directed to attend by management for the good of the agency.

22.04 Promotion to Sergeant and Lieutenant

A. A written examination and oral interview shall be established for law enforcement Sergeant and for law enforcement Lieutenant Positions. The examination and interview process will be conducted pursuant to the process set forth in HR Rules, Section 16 Promotions.

B. A new promotional list shall be established upon completion of the testing of the applicants and will remain valid for a period of 18 months, at which time a new series of exams will be given and a new list established. Within 90 days of the expiration of each list, Human Resources will begin the process to establish a new list.

C. No officer is eligible to participate in the promotional process without first successfully completing the full Law Enforcement Field Training Program. If an employee's most recent hire date was before the Agency adopted a Field Training Program (1984) they are exempt from this provision.

D. Eligibility for promotion shall be based upon the following:

1. Law Enforcement Sergeant:
 - Three (3) years of full-time continuous service as a Law Enforcement Deputy within the Escambia County Sheriff's Office and ten (10) years law enforcement experience with a Florida law enforcement agency with more than 100 sworn personnel.
 - Four (4) years of full-time continuous service as a Law Enforcement Deputy within the Escambia County Sheriff's Office and a Bachelor's Degree; or
 - Five (5) years of full-time continuous service as a Law Enforcement Deputy within the Escambia County Sheriff's Office and an Associate Degree; or
 - Six (6) years of full-time continuous service as a Law Enforcement Deputy within the Escambia County Sheriff's Office
2. Law Enforcement Lieutenant:
 - Two (2) years of full-time continuous service as a Law Enforcement Sergeant within the Escambia County Sheriff's Office and a Bachelor's Degree; or
 - Three (3) years of full-time continuous service as a Law Enforcement Sergeant within the Escambia County Sheriff's Office and an Associate Degree; or
 - Four (4) years of full-time continuous service as a Law Enforcement Sergeant within the Escambia County Sheriff's Office.
 - Effective the date of ratification [ADD DATE] any new hire must have a Bachelor's Degree in order to qualify for Lieutenant promotion. (This requirement does not apply to employees hired before the date of ratification.)

E. Promotion from Sergeant to Lieutenant shall result in a twenty (20%) percent pay increase, or to the pay rate of the senior lieutenant, whichever is less. The pay increase upon promotion from Sergeant to Lieutenant shall not be less than a five percent (5%) pay increase.

- F. Promotion to Sergeant from Master Deputy shall result in a pay increase of five (5%) percent. Promotion to Sergeant from Senior Deputy shall result in a pay increase of ten (10%) percent. Promotion to Sergeant from First Class Deputy shall result in a pay increase of fifteen (15%) percent. Promotion to Sergeant from Deputy Sheriff shall result in a pay increase of twenty (20%) percent.
- G. Probationary period: all deputies promoted to either Sergeant or Lieutenant shall serve a one (1) year probationary period following the date of promotion.
- H. Demotion: all sergeants or lieutenants that have been demoted, whether voluntary or involuntary, shall be allowed to retest for promotion one (1) calendar year from the date of demotion.

ARTICLE 23: DIRECT SUPPORT PROMOTIONAL PROCEDURES

- A. When a direct support employee is promoted, the employee shall receive the minimum pay rate of the pay grade rating established for the job classification to which the promotion is made, or a ten percent (10%) increase in their base pay rate, whichever is greater; provided, however, the new salary shall not exceed the maximum amount established for the classification to which the employee is promoted.
- B. All promotional positions for direct support within the Sheriff's Office must be advertised and must be interviewed. Currently qualified Sheriff's Office employees will be considered prior to consideration of outside applicants. When the Sheriff's Office employee applicant pool exceeds twenty-five (25), the Sheriff or his designee may screen the applications and interview the top twenty-five. The Sheriff agrees to develop a standardized procedure for determining those most qualified for promotion.

ARTICLE 24: DEFERRED RETIREMENT OPTION PROGRAM

- A. Members of the bargaining unit who meet the requirements of the Florida Retirement System (FRS) may elect to participate in the Deferred Retirement Option Program (DROP).
- B. Members who participate in the DROP may elect to sell back their annual leave, holiday leave and compensatory leave at the time of entering the DROP rather than at termination of employment up to the limit authorized by FRS to be included in the averaging of the employee's highest five salary years. However, such sell-back shall not exceed the limits set elsewhere in this contract or those set by the FRS, whichever is less. Payment will be at the employee's applicable rate of pay. Any amount sold back under this paragraph will be deducted from the allowable amount to be paid back at termination of employment.

ARTICLE 25: DRUG TESTING

- A.** The Sheriff and the PBA agree to drug testing of Bargaining Unit employees in accordance with Chapter 440.102, Florida Statutes, of the Florida Drug Free Workplace Act.
- B.** All special risk employees certified under Chapter 943, Florida Statutes, shall be subject to random drug testing.
- C.** All employees are considered to work in Safety Sensitive positions and will be subject to random drug testing.

ARTICLE 26: CONTRACT REOPENERS

The parties recognize the desirability of having the opportunity to revisit or renegotiate certain provisions of this agreement that may not meet their expectations or to accommodate changed circumstances. Accordingly, each party will have the right to notify the other in writing, on or before March 15 annually during the life of this contract, of its intent to reopen and renegotiate up to three Articles of this agreement. Bargaining will commence within fifteen (15) days of such notice.

**RATIFICATION CERTIFICATION
LAW ENFORCEMENT BARGAINING UNIT
SUPERVISORY LAW ENFORCEMENT BARGAINING UNIT
DIRECT SUPPORT BARGAINING UNIT**

This is to certify that the collective bargaining agreements for the above bargaining units were ratified on May 18, 2021, by the Sheriff of Escambia County, Public Employer, with an effective date of June 1, 2021.

THE SHERIFF OF ESCAMBIA COUNTY

By:

Chip W. Simmons, Sheriff
Escambia County, Florida

This is to certify that the collective bargaining agreements for the above bargaining units were ratified by the members of the individual bargaining unit on May 17, 2021.

FLORIDA POLICE BENEVOLENT ASSOCIATION

By:

Alan Miller, Staff Representative – Chief Negotiator
Florida Police Benevolent Association, Inc.

APPENDIX A

DUES CHECK OFF AUTHORIZATION

I, _____ an employee
Print Full Name _____ Social Security Number _____

Of the **ESCAMBIA COUNTY SHERIFF'S OFFICE**, authorize you, as my Employer, to deduct from my regular salary, membership dues as established by the Florida Police Benevolent Association, Inc.

Please begin my deduction with the first pay period following the date this authorization form is received by the Employer, and continue said deduction until: (1) revoked by me at any time upon 30 days written notice to the Employer, or (2) termination of my employment. Deductions made pursuant to this authorization shall be transmitted to the Florida Police Benevolent Association, Inc.

MY SIGNATURE HEREON IS AUTHORIZATION TO RELEASE MY SOCIAL SECURITY NUMBER WHEN REPORTING DUES DEDUCTIONS.

Date

Signature

Distribution of Copies:
ORIGINAL – Association
1st COPY – Association
2nd COPY - Employee