

Collective Bargaining Agreement

Between

The Sheriff of Alachua County

And

**The Florida Police Benevolent
Association, Inc.**

Certification Number 1625
Sergeants and Lieutenants



January 1, 2017 to December 31, 2019

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AGREEMENT

THIS AGREEMENT is between the **Alachua County Sheriff** (hereinafter called the “Sheriff”) and the **FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.** (hereinafter called the “Association”) representing the employees in the Supervisors bargaining unit.

PREAMBLE

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

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

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

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

ARTICLE 1
RECOGNITION

- (A) The Sheriff hereby recognizes the Florida Police Benevolent Association, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Supervisors bargaining unit.
- (B) The bargaining unit for which this recognition is accorded is as defined in the Certification issued by the Florida Public Employees Relations Commission, Certification No. 1625.
- (C) This Agreement includes all full-time employees in the classifications and positions listed in Appendix A of this Agreement.

ARTICLE 2

DUES CHECKOFF

SECTION 1 – Deductions

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

SECTION 2 – Remittance

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

SECTION 3 – Insufficient Pay for Deduction

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

SECTION 4 – Termination of Deduction

Deductions for Association dues and/or unit-wide assessments shall continue until either:

- (A) revoked by the employee by providing the Sheriff and the Association with thirty (30) days written notice that they are terminating the prior check-off authorization;
- (B) revoked pursuant to Section 447.507, Florida Statutes;
- (C) the termination of employment.

- (D) 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.

SECTION 5 – Indemnification

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

SECTION 6 – Dues Check-off Authorization Form

- (A) The Dues Check-off Authorization Form (Appendix B) supplied by the Association shall be the only form used by bargaining unit 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 by forms that the parties have previously agreed to.
- (B) The Sheriff will not be required to process Dues Check-off Authorization forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the Sheriff more than sixty (60) days following the date of the employee's signature.

ARTICLE 3
NO DISCRIMINATION

SECTION 1 – Non-Discrimination Policy – State-Federal Law

- (A) The Sheriff and the Association shall not discriminate against any employee for any reason prohibited under Florida Statutes or any federal law.
- (B) The Association shall have the right to consult on issues of unlawful discrimination with the Step 1 Management Representative and/or his/her designee(s), up through the Step 2 Management Representative.
- (C) Any claim of unlawful discrimination by an employee against the Sheriff, its officials 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.

SECTION 2 – Non-Discrimination Policy – Association Membership

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, and neither the Sheriff nor the Association shall discriminate against any such employee because of membership or non-membership in any employee organization.

ARTICLE 4
EMPLOYEE REPRESENTATION AND ASSOCIATION
ACTIVITIES

SECTION 1 – Representation

- (A) From members in the bargaining unit, the Association shall select four (4) Association Grievance Representatives and shall furnish the names to the Sheriff and keep up-to-date a list of all such members authorized to act as grievance representatives. In addition, the Association shall furnish to the Sheriff and keep up-to-date a list of Association Staff Representatives. The Sheriff will not recognize any grievance or staff representative whose name does not appear on the appropriate list. Where Association representation is requested by a member, the representative shall be a person so selected and designated by the Association.

SECTION 2 – Representative Access

- (A) The Sheriff agrees that designated representatives of the Association shall have access to the premises of the Sheriff that 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 employee and shall be restricted to matters related to the application of this Agreement.
- (B) Critical Incident Situations
- (1) For purposes of this Section, a critical incident includes, but is not limited to, a traffic crash involving serious injury, the death or serious injury of a person which may involve a bargaining unit member or have resulted from a bargaining unit member's actions, the discharge of a weapon by a bargaining unit member, or other serious incident.
 - (2) When a bargaining unit member is involved in a critical incident and requests the assistance of the Association, the Sheriff will allow the member to contact an Association staff representative or Association grievance representative for assistance and representation; however, at any time the bargaining unit member shall provide public safety and scene security information and suspect descriptions, but shall not be subject to other questioning until they have had an opportunity to speak with their representative. If a member fails to contact an Association grievance representative or Association staff representative after several attempts and a reasonable period of time, the member may request a supervisor's assistance with making contact with either an Association grievance representative or Association staff representative.
 - (3) Bargaining unit members, other than witnesses, involved in a critical incident shall not be required to give an on scene interview

(other than providing public safety information and complete suspect descriptions), unless they voluntarily consent to do so.

- (4) Bargaining unit members, other than witnesses, involved in a critical incident shall be allowed to have an Association staff representative or an attorney present during a walkthrough of a critical incident; however, bargaining unit members involved in a critical incident cannot be compelled to participate in a walkthrough.

SECTION 3 – Consultation

- (A) Upon request by the designated Association Staff Representative, the Sheriff and/or their designated representatives shall meet and consult on a quarterly basis with three (3) Association representatives. Such meetings shall be held at a time and place designated by the Sheriff.
- (B) Upon request by the designated Association Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the Association Staff Representative and not more than two (2) Association representatives from the Sheriff's Office. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative.
- (C) All consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant may utilize PBA pool time for that purpose. Attendance at the consultation meeting outside of regular working hours shall not be deemed time worked.
- (D) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and Sheriff's Office law enforcement activities that affect unit employees; and no such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than three (3) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

SECTION 4 – Bulletin Boards

- (A) Where requested in writing, the Sheriff agrees to furnish in a permanent Sheriff's Office facility to which any bargaining unit employees are assigned, wall space not to exceed 24 x 36 inches for Association-purchased bulletin boards of an equal size. Where the Association currently maintains bulletin boards, that practice shall continue.
- (B) The use of Association bulletin board space is limited to the following notices:

Recreation and social affairs of the Association,

- (1) Association meetings,
 - (2) Association elections,
 - (3) Reports of Association committees,
 - (4) Association benefit programs,
 - (5) Current Association contract
 - (6) Training and educational opportunities, and
 - (7) Other materials pertaining to the welfare of Association members.
- (C) Notices posted on these bulletin boards shall not contain anything reflecting adversely on the Sheriff's Office, or any of its officers or employees; 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 authorized representative.
- (E) A violation of these provisions by an Association authorized representative shall be a basis for removal of bulletin board privileges by the Sheriff.

SECTION 5 – Employee Lists

Upon request of the designated Association Staff Representative, the Sheriff, no more than on a quarterly basis, will provide the Association with a list giving the name, work address on file, classification title, and gross salary for each employee in the bargaining unit.

SECTION 6 – Documents

- (A) The Sheriff shall provide the Association with the following:
- (1) Changes and updates in directives shall be furnished to the Association sufficiently in advance of their implementation for the Association to make a demand to bargain over the impact, if any, of the change.
- (B) The Sheriff shall provide each member with:
- (1) Electronic access to a copy of any Agency rules, regulations, general orders or policies which affect the member's salary, benefits or terms or conditions of employment. Members shall be notified of changes as they occur.

SECTION 7 – Negotiations

- (A) The Association agrees that all collective bargaining is to be conducted with the Sheriff's representatives designated for that purpose. While negotiating meetings shall normally be held in Gainesville, Florida, the Sheriff and the Association may mutually agree to meet elsewhere at a Sheriff's facility or other location that involves no rental cost.
- (B) From members in the bargaining unit, the Association shall select five (5) Association Bargaining Committee members and shall furnish the names

to the Sheriff and keep up-to-date a list of all such members authorized to act as contract negotiation representatives. The Association shall designate three (3) members from this committee unit to serve as its Negotiation Team, with the remaining two (2) members serving as alternates should the need arise.

- (C) The selection of any employee for negotiations shall not unduly hamper the operations of the work unit.

SECTION 8 – PBA Business

(A) PBA Pool Time – Contributions

- (1) During the first pay period in January of each calendar year, 1.0 hour of vacation leave shall be transferred by the Accounting and Budget Bureau from each dues-paying PBA member's vacation leave balance to a PBA pool time bank to be utilized as authorized and approved pursuant to this Agreement. The PBA will provide a list of such members to the Accounting and Budget Bureau by December 1.
- (2) Further, PBA members and non PBA bargaining unit members may donate additional vacation time in one (1) hour increments during the calendar year to the PBA pool time bank at their discretion, but no more often than once a quarter, by completing a form approved by the ACSO indicating the number of hours of vacation leave they wish to donate.
- (3) No more than a total of five hundred (500) hours per calendar year may be utilized for PBA pool time. Any balance remaining in the PBA pool bank at the end of the calendar year shall be available to replenish the pool bank; provided, at no time can the pool bank exceed 500 hours. Requests for replenishment shall be made no more than once a calendar quarter.
- (4) PBA pool time shall be administered in accordance with applicable ACSO directives; however, it shall not count as hours worked in determining eligibility for overtime.

(B) Pool Time Use

- (1) PBA officers, directors, Association Grievance Representatives and other members of the bargaining unit, may request duty time off utilizing PBA pool time for the purpose of conducting ACSO related PBA business, including collective bargaining sessions, grievances, disciplinary matters, internal affairs investigations, attending County Commission meetings to address bargaining-related issues, attending State PBA conventions and meetings, including local board meetings involving ACSO business; provided, however, that not more than four (4) such individuals may seek such permission

at any one time and provided, further, that the PBA must afford the Sheriff's Office at least five (5) working days advance written notice of the time desired off unless shorter notice can be mutually agreed upon between the bargaining unit members and their supervisor. The supervisor shall respond to such request in a timely manner, and said request shall not be denied provided utilization of PBA pool time shall not unduly hamper the operation of the work unit.

- (2) The bargaining unit member shall note on the leave request the type of PBA event being attended.
- (3) The five (5) working day notice requirement shall not be required for PBA pool time to attend internal affairs investigations and/or disciplinary matters or for emergency situations.

SECTION 9 – Association use of the ACSO Intranet server

The Association shall be allowed access and use of the ACSO Intranet server, pursuant to guidelines maintained by the Sheriff. The Association may post materials on the ACSO Employee Services Homepage under the PBA News link, as regulated by the approved content manager.

- (A) The use of Association Intranet access is limited to the following notices:
Recreation and social affairs of the Association,
 - (1) Association meetings,
 - (2) Association elections,
 - (3) Reports of Association committees,
 - (4) Association benefit programs,
 - (5) Current Association contract preparation/negotiations/ratification
 - (6) Training and educational opportunities, and
 - (7) Other materials pertaining to the welfare of Association members.
- (B) Notices posted on this Intranet server shall not contain political material, anything reflecting adversely on the Sheriff's Office, or any of its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule, or regulation.
- (C) A violation of these provisions by an Association authorized representative shall be a basis for removal of Intranet server privileges by the Sheriff.

ARTICLE 5

GRIEVANCE PROCEDURE

It is the policy of the Sheriff and the Association to encourage informal discussions of complaints between management and employees covered by this Agreement, as well as between supervisors and covered employees. Such discussions should be held with the purpose of reaching an understanding, which will resolve the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. The Parties agree that all disciplinary appeals will be handled in accordance with ACSO directive number 383 (Appeals Process Provided Under Laws of Florida, Chapter 86-342).

SECTION 1 – Definitions

As used in this Article:

- (A) “Grievance” shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement.
- (B) “Employee” shall mean a bargaining unit member, or a group of such employees having the same grievance. In the case of a group of employees, one shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.
- (C) “Days” shall mean calendar days. However, if the last day of any time limit specified herein falls on a holiday or weekend, the time limit shall extend until the end of the next business day.

SECTION 2 – Election of Remedy and Representation

- (A) An employee who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether or not they shall be represented by the Association. When the employee has elected Association representation, both the employee and the Association Staff Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Association Staff Representative, and any decision mutually agreed to by the Sheriff and the Association shall be binding on the employee.
- (B) If the employee is not represented by the Association, any adjustment of the grievance shall be consistent with the terms of this collective bargaining Agreement. The Association shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement. The Association shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the Association.

SECTION 3 – Procedures

- (A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.
- (B) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- (C) Once a grievance is presented, no new violation of the Agreement can be raised.
- (D) 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.
- (E) If a grievance meeting 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 grievance meetings outside of the regular working hours shall not be deemed time worked.
- (F) Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance at more than one written step.

Oral Discussion

- (A) An employee 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 management 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.
- (B) If the grievance is not resolved by such informal discussion, the employee may, within seven (7) days after the date of that discussion, submit a formal grievance at Step 1 of this procedure.

Step 1

- (A) In filing a grievance at Step 1, the employee or 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 allegedly violated, and the relief requested.
- (B) The Step 1 Management Representative or their designee shall communicate a decision in writing to the employee and to the Association Staff Representative, if any, within fourteen (14) days following receipt of the grievance form.

Step 2

- (A) If the grievance is not resolved at Step 1, the employee or their designated representative may submit a Step 2 grievance in writing to the Sheriff

or the Sheriff's 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 a grievance filed at Step 1 above. The Sheriff or the Sheriff's designated representative may have a meeting with the employee, and/or with an Association Staff Representative, at the employee's option, to discuss the grievance.

- (B) The Sheriff or the Sheriff's designated representative shall communicate a decision in writing to the employee and to the Association Staff Representative within twenty-one (21) days following receipt of the written grievance.

Step 3 – Arbitration

- (A) If the grievance is not resolved at Step 2, the Association representative may appeal the grievance in writing to arbitration on a form to be supplied by the Sheriff, within fourteen (14) days after receipt of the decision at Step 2. If, at the initial written step, the Association refused to represent the employee because she/he was not a dues-paying member of the Association, the employee may appeal the grievance to arbitration. Employees covered under 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 their portion of the cost of arbitration, and in no event less than \$1,500.
- (B) The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) for the selection of arbitrators. FMCS will provide a list of seven (7) arbitrators for each grievance from which the parties will mutually select one (1). 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 with Florida addresses only. Each party may request one new list.
- (C) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator.
- (D) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances hearings will be held in Gainesville, Florida; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities.
- (E) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and

authority under this Agreement, shall be final and binding on the Sheriff, the Association, the grievant(s), and the employees in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

- (1) The arbitrator shall issue a decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
- (2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
- (3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
- (4) The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.
- (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 its 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 employee would otherwise have earned at the regular rate of pay, including overtime, 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 employee during the period of time affected by the award.

- (c) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.
- (d) The Association will not be responsible for costs of an arbitration to which it was not a party.

SECTION 4 – Time Limits

- (A) Failure to initiate a grievance within the time limits in Section 3 above shall be deemed a waiver of the grievance. Failure at any step 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 to communicate the decision on a grievance within the specified time limits shall permit the employee or the Association where appropriate, to proceed to the next step. A Step 1 or Step 2 answer that is not received by the Association by the written, agreed-to deadline does not alter the time limits for appealing the grievance to the next step unless an answer is subsequently issued.
- (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.
- (E) The Sheriff and Association may, by mutual written agreement, extend the time limits for filing or answering a grievance.

SECTION 5 – Exceptions

- (A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Association or an employee to process a grievance (1) in behalf of any employee without the employee's consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a government board or agency, or court proceeding, brought by an individual employee, or group of employees, or by the Association.
- (B) All grievances will be presented at the initial step with the following exceptions:
 - (1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 by submitting a grievance form as set forth in Step 1 within fourteen (14) days following the occurrence giving rise to the grievance.

- (2) The Association shall have the right to bring a class action grievance on behalf of bargaining unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.
- (3) Any employee who has not attained permanent status can only bring non-discipline grievances to Step 2 as provided for in this Article.

ARTICLE 6

INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

SECTION 1 – Internal Investigations

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 Sections 112.532 and 112.533, Florida Statutes.

SECTION 2 – Investigative Procedures

The parties agree that all internal investigations will be conducted in accordance with ACSO directive number 122 (Disciplinary Procedures).

SECTION 3 – Disciplinary Action

- (A) A member who has permanent (or regular) status with the Sheriff's Office may be disciplined only for just cause.
- (B) All disciplinary appeals will be conducted in accordance with ACSO directive number 383 (Appeals Process Provided Under Laws of Florida, Chapter 86-342).

The disciplinary matrix will include the following:

POINTS	MINIMUM DISCIPLINE	MAXIMUM DISCIPLINE	DISCIPLINARY PROBATION
0-9	-----	Written Reprimand	-----
10-19	Written Reprimand	One Day Suspension	-----
20-29	Written Reprimand	Two Day Suspension	-----
30-39	One Day Suspension	Three Day Suspension	-----
40-49	Two Day Suspension	Five Day Suspension	-----
50-59	Two Day Suspension	Termination	-----*
60-69	Three Day Suspension	Termination	Two-Three Months
70-79	Five Day Suspension	Termination	Four-Five Months
80-99	Ten Day Suspension	Termination	Six-Eight Months
100+	Fifteen Day Suspension	Termination	Nine-Twelve Months

* A level Five violation is an automatic 12 months of disciplinary probation.

*# If the member's performance or lack of performance causes harm, the potential for harm, or impedes the good working order of the ACSO, the Sheriff may impose disciplinary probation outside of the matrix.

- (C) The parties agree that points for a Level 3 violation will be retained for one year from the date discipline is rendered, and Level 4 and 5 violations will be retained for two years from the date discipline is rendered.

SECTION 4. Fast Track Discipline (FTD)

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

- (A) Purpose of a Fast Track Discipline (FTD).
 - (1) A formal investigation and disciplinary appeal can consume considerable time and resources.
 - (2) On a purely voluntary basis, the subject member may wish to acknowledge having violated agency directives and then accept discipline, rather than proceeding with a formal investigation and disciplinary appeal.
 - (3) An FTD is designed to reduce the length of time it takes to complete an investigation.
 - (4) An FTD is available to address all violations of ACSO Directives, except for a Criminal Conduct violation.
- (B) Procedures for a Fast Track Discipline (FTD).
 - (1) FTD Phase I – Notification of Complaint & FTD Offer
 - (a) When an investigating supervisor or Inspector receives a complaint, they shall review the complaint and, if eligible, offer the employee a FTD.
 - (b) Upon receiving a complaint, the investigating supervisor shall obtain from the Office of Professional Standards:
 - (i) A Tracking Number
 - (ii) An Employee Profile
 - (iii) Number of carry over discipline points, if any
 - (c) If the complaint is eligible for an FTD, the investigating supervisor or Inspector shall notify the subject member that they are the subject of an Administrative Investigation. Notification to the subject member by the investigating supervisor or Inspector may be made in person, IOC, or Employee Notice of Internal Investigation.
 - (d) The investigating supervisor or Inspector shall offer the subject member an opportunity to participate in an FTD.
 - (e) Once the investigating supervisor or Inspector offers the option of an FTD, the subject member has five (5) calendar days to respond as to whether or not he/she would like to participate in the FTD process.

- (f) In order to initiate the FTD process, the subject member must give their response, in writing via the FTD Response form, to the investigating supervisor or Inspector within five (5) days notice of the complaint.
 - (g) Upon a subject employee signing the FTD Response form, the supervisor shall complete the FTD agreement and forward the Agreement and Response forms through the Chain of Command for signatures and recommendations.
- (2) FTD Phase II – Chain of Command Recommendations
- (a) The subject member’s performance history, previous discipline history and carry over discipline points, if any, with the agency shall be considered.
 - (b) The FTD will go through the Chain of Command for signatures and recommendations, and then returned to the subject employee within 10 calendar days.
- (3) FTD Phase III – Final Review and Acceptance of FTD
- (a) The subject member has five (5) calendar days to review the finalized FTD Agreement recommendation. If the FTD is not returned back to the supervisor within five (5) calendar days, the employee will be deemed to have waived this process and the investigation will proceed.
 - (b) Once Phase III is completed and agreed upon by the subject employee the FTD is:
 - (i) Closed
 - (ii) Becomes public record
 - (iii) Is available for inspection by employees and members of the public pursuant to establishment procedures.
 - (c) By signing the FTD agreement, the subject member agrees that:
 - (i) The member is participating in the FTD process freely and without any expressed or implied threat, promise or intimidation
 - (ii) The member does not wish to contest the factual allegations in the complaint.
 - (iii) The member waives their rights under Chapter 112, F.S. *“Law Enforcement Officers’ and Correctional Officers’ Rights.”*
 - (iv) The member waives any and all further appeals concerning the investigation and discipline imposed through this agreement.

- (v) Discipline imposed as a result of any agreement may be used for purposes of progressive and cumulative discipline for future disciplinary action.
 - (vi) If applicable, the member must still participate in a witness interview concerning the same investigation involving another subject employee.
- (d) This FTD shall serve as the Employee Notice of Intended Disciplinary Action as well as the Employee Notice of Disciplinary Action and shall not establish binding precedent on the Sheriff in other cases.
- (e) A copy of the signed FTD will be sent to the:
 - (i) Subject Employee
 - (ii) Appropriate Division Commander
 - (iii) Office of Professional Standards – to be placed in the employee’s discipline file.
 - (iv) Human Resources Bureau
 - (v) Accounting and Budget Bureau
- (C) General Provisions for FTD Agreement of Administrative Investigation Agreement Cases
 - (a) Any subject member who signs this agreement must still participate in a witness interview concerning the same investigation involving another employee.
 - (b) An agreement reached between the subject member and the agency shall not establish binding precedent on the Sheriff in other cases.
 - (c) Any discipline imposed shall not exceed the guidelines of the Disciplinary Matrix.

ARTICLE 7
ROLLBACKS, LAYOFFS AND RECALL

SECTION 1 – Layoffs and Rollbacks

- (A) In the event that the Sheriff foresees the need for a reduction in force of unit members during the term of this Agreement, the Sheriff 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 rollback is a reduction in rank of bargaining unit 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 unit member.
- (C) 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 unit members have identical time in grade, then seniority as defined in Article 13 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.
- (D) No unit member with permanent (or regular) status in an affected class shall be rolled back while a unit member on probationary status is serving in that class.
- (E) A member rolled back in rank will be placed in next rank below the member's current rank. When the member is rolled back, their time in grade will be considered continuous for the purposes of seniority and the Step Pay Plan as if the promotion to the rank from which they were rolled back never occurred.

SECTION 2 – Recall

- (A) Unit members 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 member shall be promoted until the members rolled back have been given an opportunity to return to work at the member's original position.
- (B) The Sheriff shall provide notice of recall to former rank to those members still employed through official Sheriff's Office channels. The member will sign a receipt for such notice. Concurrently, the Sheriff will provide the Association with a list of those unit members so notified.
- (C) The member 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 employ-

ee declines the position, the Sheriff may commence normal recall procedures.

- (D) The rank, rate of accrual of annual leave, allowable retirement benefits in accordance with FRS rules, and years of service to which a recalled unit member is entitled shall be the same as if there had been no break in service. The unit member's salary will be reinstated to his rate of pay prior to being rolled back.
- (E) After eighteen (18) months of layoff, a unit member's re-employment rights under this Agreement shall cease.

ARTICLE 8
GROOMING

The Parties agree that the Sheriff shall have the right to set reasonable and professional grooming standards for its employees. The Sheriff agrees to consult with the Association in the development of said grooming standards.

ARTICLE 9
CLASSIFICATION REVIEW

- (A) Except in case of an emergency, bargaining unit employees shall not be required to perform work generally performed by a person in a higher classification.
- (B) When an employee alleges that the employee is being regularly required to perform duties which are not included in the class specification to which the position is allocated, the employee may request that the Sheriff or designee review the duties assigned to the employee's position. The Sheriff or designee shall review the duties as requested. The employee will receive a written copy of the decision.

ARTICLE 10

PERSONNEL RECORDS

SECTION 1 – Personnel File

- (A) There shall be only one official personnel file for each unit employee, which shall be maintained in the central personnel office of the Sheriff.
- (B) If any derogatory material is placed in a unit member's official personnel file, the member will have the right to answer any such material filed, and the answer will be attached to the file copy.
- (C) A unit member will have the right to review their own official personnel file at reasonable times designated by the Sheriff or the Sheriff's designee under the supervision of the designated records custodian.
- (D) Where the Sheriff or the Sheriff's designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, such document shall be filed with a cover letter of explanation and placed in the "Exempt" portion of the personnel file.

SECTION 2 – Privacy

The home addresses, telephone numbers, photographs, and social security numbers of active or former law enforcement personnel, as well as the names, home addresses, telephone numbers, social security numbers, photographs, dates of birth, and places of employment of the spouses and children and the names and locations of schools attended by the children of said active or former law enforcement personnel are exempt from disclosure under the Public Records law, Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose. In addition, the Sheriff agrees that in cases where public records requests are made for a member's e-mail, the Sheriff will redact any aforementioned personal information as well as preclude non-work related e-mails to be released to the public as provided for in Chapter 119, Florida Statutes.

SECTION 3 – Counseling Notes

- (A) The Sheriff and the Association agree that a letter of counseling or counseling notice is not discipline and not subject to the grievance procedure. Such materials are documentation of minor work deficiencies and are appropriately utilized in evaluating the performance of an employee or documenting adherence to an agency's standards of conduct.

ARTICLE 11

SAFETY AND WELLNESS

SECTION 1 – Vehicle Safety

The parties agree that all fleet vehicles will be maintained in accordance with ACSO Directive Number 223 (Use and Maintenance of Fleet Vehicles).

SECTION 2 – Firearms Safety

In order to promote safety in the use of firearms by bargaining unit employees, the Parties agree member of the bargaining unit will be given the opportunity to qualify in accordance with ACSO Directive Number 602 (Firearms).

SECTION 3 – Safety Committee

Where the Sheriff has a Safety Committee, the Association will name one (1) bargaining unit member to serve on such committee. Time spent in attendance and travel to such committee meetings shall be considered as time worked. However, the employee's attendance shall not unduly hamper the operations of the employee's work unit.

SECTION 4 –Wellness

The Sheriff will continue to encourage the wellness and good physical conditioning of sworn law enforcement personnel.

- (A) The Sheriff will continue to provide a gym facility at ACSO headquarters. When call load allows and there are at least two other supervisors monitoring and supervising the Patrol Deputies assigned to zones, members may work out in lieu of their meal break at an ACSO facility, or a commercial fitness facility, for one (1) hour, inclusive of pre and post workout changing times. However, one-half of that hour will not count as hours worked for overtime calculation purposes. A supervisor working out is subject to be called back into service at any given time and should monitor the radio during the workout period. Workout times should be chosen during non-peak call load times.

SECTION 5 – Participation in the ACSO Wellness Program

The parties agree that good physical conditioning is vital to the safety of all sworn law enforcement personnel. To that end, all sworn law enforcement personnel will on an annual basis, participate in the Physical Agility Course (the Course) at the Santa Fe College, Institute of Public Safety, or any location designated by the Sheriff. In addition, all sworn law enforcement personnel will participate in the Wellness Program as defined in Subsection E of this Section. Sworn law enforcement personnel are defined as Deputy Sheriff, Sergeant, and Lieutenant.

- (A) The Course is comprised of two parts which can be completed in either order, the first part, Part A, is 440 yards long and comprised of a series of tasks as follows: a 350 foot sprint/run; climbing over a 4-foot chain link fence; walking up and down a set of stairs; negotiating a serpentine

through a series of cones; a 115 foot run; a low-crawl in sand under four, 20 inch-high horizontal poles; a 150 foot fun; dry firing a .357 Magnum revolver through a 3-inch diameter ring six (6) times; a step-over where the sworn law enforcement personnel will step over four, 20-inch high horizontal poles (these poles are not secured – if the sworn law enforcement personnel dislodges a pole, they must replace it and begin the task again); a 90 foot run while giving the following verbal command: “Alachua County Sheriff’s Office....You’re under arrest...turn around and put your hands behind your back:” and finally, handcuffing the person waiting at the finish line and double-locking the restraints.

- (1) For the first year of this contract, all sworn law enforcement personnel will be required to complete Part A of the course within ten (10) minutes.
 - (2) For the second year of this contract, all sworn law enforcement personnel will be required to complete Part A of the course within eight (8) minutes.
 - (3) For the third year of this contract, all sworn law enforcement personnel will be required to complete Part B of the course within four minutes and seven seconds (4:07).
- (B) All sworn law enforcement personnel will also be required to participate in Part B of the Course which is a car push. All sworn law enforcement personnel will be seated in the driver’s compartment of an empty, marked ACSO vehicle with the gear shift in “Park” and the seatbelt engaged. Upon command, the sworn law enforcement personnel will disengage the seatbelt, place the vehicle in “Neutral,” exit the vehicle, and push the car 50 feet.
- (C) All sworn law enforcement personnel will be required to complete the entire two-part Course. Any law enforcement personnel who is unable to complete both parts of the Course may be subject to a fitness for duty examination. Any sworn law enforcement personnel who is unable to participate because of a medical condition must have his or her physician complete a Health and Work Status Report and the sworn law enforcement personnel must present, prior to his or her scheduled participation date, to the Human Resources Bureau, who will notify the sworn law enforcement personnel’s supervisor. Any sworn law enforcement personnel who is unable to participate may be placed on temporary restricted duty.
- (D) The Sheriff will continue to provide a gym facility at ACSO headquarters.
- (E) In order to promote a high standard of wellness and fitness, all sworn law enforcement personnel will participate, annually, in the Wellness Program as defined below:
- (1) Participate in both a nutrition course and stress management course that are approved by the Sheriff and conducted during an In-Service Training cycle annually.

- (2) Participate in a complete annual physical examination, by the member's anniversary date each calendar year, including blood-work if so ordered by the physician, by the sworn law enforcement member's choice of physician. If the member qualifies to use the Alachua County Medical Facility, they can obtain the physical at no cost. If the member does not qualify to use the medical facility, they may seek reimbursement from the Sheriff for the copay/co-insurance, not to exceed \$50, if any, by providing the receipt from the physician. All results will remain confidential to the employee and will not be released to the Sheriff in accordance with the HIPAA Privacy Rule.
- (3) If any sworn law enforcement member fails to complete Section E of this Article, they may be subject to a fitness for duty examination.
- (4) The Sheriff will implement procedures to ensure compliance with Subsection E of this Article.

ARTICLE 12
PERFORMANCE EVALUATION

- (A) No performance evaluations will be conducted on permanent employees. If the Sheriff determines that it is necessary to reinstate performance evaluations, the Sheriff has the managerial right to designate the performance evaluation tool to be utilized, and agrees to allow the PBA to provide input into the tool to be utilized prior to its implementation.
- (B) The elimination of performance evaluations shall not preclude the Agency from seeking to discipline the employee for cause based upon specific acts of misconduct.

ARTICLE 13

SENIORITY

SECTION 1 – Definition

For the purpose of this Agreement, “seniority” shall be defined as continuous service in the job classification; provided, however, that a unit member shall be considered to have a break in service when the member separates, and is not on the Sheriff’s payroll for at least thirty-one (31) calendar days following the separation. Seniority shall continue to accumulate during approved absences due to illness, injury, FMLA leave, military leave and administrative leave.

SECTION 2 – Seniority Application

Seniority will be considered when selecting personnel for transfer to special team assignment.

ARTICLE 14
EXTRA DUTY EMPLOYMENT

All extra duty employment will be in accordance with ACSO directive number 604 (Extra Duty Employment). Extra duty sign-up window will begin at 1900 hours.

- (A) Members are limited to a cumulative total of 128 hours of employment per two (2) week pay period (all other qualifiers related to total work hours remain as listed in the directive).
- (B) Members shall have full access and be allowed to sign up for extra duty details when the extra duty details are posted.
- (C) Members may work extra duty details in both supervisory and non-supervisory roles.
- (D) When members work an extra duty detail, filling a supervisory role, the member will be compensated at their overtime rate. Lieutenants working as a sergeant will be paid either their overtime rate or the maximum sergeant's rate, whichever is lower. A sergeant or lieutenant working as a deputy will be paid either their overtime rate or the maximum rate for a deputy, whichever is lower.

ARTICLE 15
AGENCY VEHICLES

- (1) Bargaining unit members shall be assigned a Sheriff's vehicle. The vehicle may be used solely for official business, and extra-duty law enforcement employment; while operating the vehicle, the member shall be armed, monitoring their radio, and available to respond to emergencies. Personal use of the vehicle shall be restricted to use of the vehicle to and from classes, to and from a fitness center or gym, errands which fall along the member's route to or from work, or during the member's travels while on duty.
- (2) Members who are on-call may use their assigned vehicle with no restrictions on personal use, within Alachua County only, and only during the shift they are on-call. However, this extension of personal use applies only to the member; non-ACSO employees may not be transported.
- (3) Members who live outside of Alachua County will reside in one of the counties that are contiguous to Alachua County, providing their residence is no further than 20 minutes from the Alachua County line, or one (1) hour from the main building. Members who reside outside of these parameters as of October 27, 2009 may continue to do so as long as they do not move farther away from the main building without the Sheriff's written approval, and the distance they must travel does not cause a tardiness or attendance problem. Employees who live outside of Alachua County will be required to park their assigned vehicle at a secure location as approved by the Sheriff, however, the Sheriff shall have the discretion to authorize deputies residing outside Alachua County to drive agency vehicles home.

ARTICLE 16

LEAVE

Leave benefits will be in accordance with ACSO directive 329 (Leave Benefits), with the exception that:

- (1) As budgeted funds allow, and upon the Sheriff's announcement that funds are available, bargaining unit members may request a buy-out of vacation leave at their current hourly rate of pay as follows:
 - (a) The fiscal year period is October 1 through September 30.
 - (b) Each request, whether made all at once or in 10-hour increments, cannot take the member's remaining vacation leave balance below eighty (80) hours.
 - (c) For purposes of this buy out, vacation leave balance DOES NOT include any balances the member may have in Converted Vacation or Restored Vacation.
 - (d) Members wishing to participate in the vacation leave buy-out must complete and submit, via inter-office mail ONLY, a "Vacation Leave Buy Out Request form. The inter-office envelope shall be addressed to "Payroll (Buy-Out)" in the A&B Department. Hand delivery or e-mails will not be accepted.
 - (e) The Sheriff has sole discretion to determine whether sufficient budgeted funds remain in any fiscal year to continue the buy-out plan, and reserves the right to suspend or discontinue the plan.
- (2) A unit member who has provided formal notification that he or she will be entering the Florida Retirement System's Deferred Retirement Option Program (DROP), or who is currently in DROP, may elect to be paid for up to 50% of their accrued sick leave prior to his or her official date of retirement from ACSO. The member will continue to accrue sick leave from the time their sick leave payout is disbursed to them through their separation date (subject to paragraph 4) at an accrual rate of four (4) hour per pay period with the exception of the last pay period of the months with three pay periods. The other 50% (or number of hours equal to those paid out) will become null and void at the time payout is made and cannot be regained. However, said payout will only be made during the last quarter of the fiscal year on a first-requested, first-paid basis, and is subject to available funding. A member who has elected this pay-out will not be eligible for donated leave, except for injuries incurred while on-duty. The member will continue to accrue sick leave from the time their sick leave payout is disbursed to them through their date of separation (subject to paragraph 4) at an accrual rate of four (4) hours per pay period with the exception of the last pay period of the months with three pay periods. Upon separation from the ACSO, the unit member shall be paid, at their

rate of pay at the time of said separation, for 50% of any remaining sick leave accrued during their participation in DROP; the other 50% will become null and void.

- (3) When a unit member is terminated, or resigns in lieu of termination, for a sustained finding of a commission of a specified offense as enumerated in Section 112.3173(2)(e)(1-7) Florida Statutes, the Sheriff has the discretion to deny the unit member payout of accumulated vacation and sick leave. If the Sheriff denies payout, and the member appeals his or her termination to a Career Service Appeals Board, the member may include the denial of payout in his or her appeal.

The specified offenses are defined by statute as:

- (a) The committing, aiding, or abetting of an embezzlement of public funds;
- (b) The committing, aiding, or abetting of any theft by a public officer or employee from his or her employer;
- (c) Bribery in connection with the employment of a public officer or employee;
- (d) Any felony specified in chapter 838, except ss. 838.15 and 838.16;
- (e) The committing of an impeachable offense;
- (f) The committing of any felony by a public officer or employee who, willfully and with intent to defraud the public or the public agency for which the public officer or employee acts or in which he or she is employed of the right to receive the faithful performance of his or her duty as a public officer or employee, realizes or obtains, or attempts to realize or obtain, a profit, gain, or advantage for himself or herself or for some other person through the use or attempted use of the power, rights, privileges, duties, or position of his or her public office or employment position;
- (g) The committing on or after October 1, 2008, of any felony defined in s. 800.04 against a victim younger than 16 years of age, or any felony defined in chapter 794 against a victim younger than 18 years of age, by a public officer or employee through the use or attempted use of power, rights, privileges, duties, or position of his or her public office or employment position.

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

- (4) When a member has notified the Sheriff of separation or retirement from the agency, the member must include the transition leave date. During

their transition leave, the member must utilize accumulated leave other than sick leave continuously and will not accrue any leave.

Agency Recognized Holidays

Definitions:

Shift Schedule – an employment practice designed to make use of, or provide service across all 24 hours of the clock each day of the week (often abbreviated as 24/7). The practice typically sees the day divided into shifts with set periods of time during which different groups of workers perform the same duties in rotation. These employees are generally located in the Patrol Operations and the Patrol Support Divisions. Employees on shift schedules typically recognize the Holiday on the actual day of the Holiday which can be a Saturday or Sunday.

Administrative Schedule – Employees not falling under the definition of Shift Schedule. Employees on Administrative Schedules typically recognize the Holidays that fall on a Saturday the preceding Friday and the Holidays that fall on a Sunday the following Monday. These employees generally will work in divisions other than the Patrol Operations and Patrol Support Divisions.

For the term of this Agreement, bargaining unit members will be compensated for recognized ACSO holiday time hours. Recognized holidays are New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving and Christmas Day. Bargaining unit members will be compensated when worked as follows **(Member will refer to DIR 205 on how to enter their time in Executime):**

- (1) **Normal Work Day Falls On An Agency Holiday And Member is Working:**
Bargaining unit members whose normal work day falls on a recognized ACSO paid holiday will be compensated for each hour worked at a rate of pay equal to their current base hourly rate of pay. Additionally, the member will accrue vacation leave at a rate equal to the number of hours worked on the recognized ACSO paid holiday.
- (2) **Normal Work Day Falls On An Agency Holiday And Member is Observing The Holiday:**
If a Holiday falls on a member's normal work day, and the member is off observing the holiday, the member will be paid the number of Holiday hours equivalent to their normal work shift. None of these hours will count towards the calculation of overtime. In most instances, members falling under this scenario are under an administrative schedule.
- (3) **Member's Regular Day Off Falls On An Agency Holiday:**
Bargaining unit members whose regular work day off falls on a recognized ACSO Holiday will earn holiday vacation leave equal to the number of hours normally scheduled shift hours.

(4) Ordered Back To Work On An Agency Holiday Inside The Member's Normal Working Schedule: – CALL BACK.

If, during an agency recognized holiday, a member is ordered back to work inside their normally scheduled hours, the member will be compensated at double time for their work hours, with a three (3) hour minimum, using a pay code designated by the Sheriff. In addition, the member will receive the number of Regular Holiday hours equal to their shift, minus the call back hours, as defined in Section 2 above.

(5) Ordered Back To Work On An Agency Holiday Outside Member's Normal Work Schedule: – CALL OUT:

If, during an agency holiday, a member is called out to work outside of their normally scheduled work hours with less than sixteen (16) hours' notice and more than one (1) hour before or more than one (1) hour after their normally scheduled hours, then the member will be compensated at time and a half for the number of hours worked, with a three (3) hour minimum, on the call out using the code "CO/SC" in Executime. In addition, the member is still entitled to Sections 1, 2 or 3 above for the hours that fall inside their normal schedule.

Special Event

A member may use "SE" leave in quarter-hour or more increments. Special Event hours will not expire at the end of the calendar quarter; however, any Special Event hours that are accrued during a calendar year must be utilized by December 31st of each calendar year or they will be forfeited.

Personal Holiday

A member may use "PH" leave in quarter-hour or more increments.

Sick Leave Payout Cap

Effective October 1st, 2017, the sick-leave payout for members hired on or after October 1st, 2017, and who have completed ten (10) or more years of continuous full-time employment, will receive sick leave payout of no more than 600 hours.

ARTICLE 17
PERSONAL PROPERTY – REPLACEMENT AND/OR
REIMBURSEMENT

- (A) Other than the employee's watch or prescription glasses, any personal property subject to replacement or reimbursement pursuant to this Article must be approved in advance by the Sheriff as being required by the employee to adequately perform the duties of his position.
- (B) Thereafter, an employee who, while on duty and acting within the scope of employment, suffers the damage, destruction or loss of their watch, prescription glasses, or other personal property approved pursuant to Paragraph (A), will be reimbursed, have such property repaired, or have such property replaced with an item which is of the same or a similar quality, as described in this Article; provided, however, that:
 - (1) The Agency has the option to decide whether a specific piece of property is repaired versus replaced; and
 - (2) The employee shall not be reimbursed or have property repaired or replaced if the Agency determines that the damage, destruction or loss resulted from the employee's negligence.
 - (3) The employee shall not be reimbursed more than the deductible if the item is covered by insurance.
- (C) An employee who wants to be reimbursed or have personal property repaired or replaced must:
 - (1) File a written report detailing the circumstances under which the property was damaged, destroyed or lost; and
 - (2) Document the amount expended to repair or replace such property.
- (D) After meeting the conditions described above, the Sheriff or designee shall authorize reimbursement not to exceed the following amounts:

Watch – \$150

Prescription glasses – \$300 (including any required examination)

Other Items – the Sheriff or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

Total allowable per year – \$600.

ARTICLE 18

EDUCATION TUITION REIMBURSEMENT FUND

The Parties agree that the education tuition reimbursement fund will administered in accordance with ACSO Directive 337. (Higher Education). The Sheriff and the Association agree that the maximum reimbursement during any fiscal year is limited to \$1,500 per employee.

ARTICLE 19

ACTING RANKS

SECTION 1 – Eligibility

If a member works in a higher classification, under the direction of Management, for a full fourteen (14) day pay period, they shall be paid at the current rate of the higher rated job classification or five (5) percent above their current rate of pay, whichever is greater, for any such days retroactive to the first day of the assignment to the higher classification.

SECTION 2 – Return to Regular Rate

Members being paid at a higher rate while temporarily performing the duties of a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher class ends.

SECTION 3 – Promotional Probationary Time and Pay Step Plan Time in Grade

If a member serves as an “Acting Sergeant” or “Acting Lieutenant” immediately contiguous prior to being promoted to the rank of sergeant or lieutenant, the time served in an acting capacity will be counted towards his or her promotional probationary period and towards their Pay Step Plan time in grade.

Notwithstanding the effective date of this Agreement, this Article will become effective on the date this Agreement is ratified.

ARTICLE 20
JOB-CONNECTED DISABILITY

The Parties agree that Job Connected Disability and line of duty death benefits will be administered in accordance with ACSO Directive Number 328.

ARTICLE 21
WORK PERIOD

The parties agree that the work period for unit employees will be fourteen (14) days, consisting of eighty (80) work hours. However, if budgetary constraints so require, the parties agree that the Sheriff may transition to a twenty-eight (28) day work period, consisting of one hundred and sixty (160) work hours. The PBA will be given sixty (60) days' notice of such transition, and the opportunity to meet if they so desire.

ARTICLE 22

COURT TIME, CALL BACK AND CALL OUT

Compensation for court time, call back and call out will be in accordance with ACSO directive number 332 (Employee Compensation) and this Agreement. Members should refer to DIR 205 on how to enter star/end times and comments.

SECTION 1 – Court Time

- (1) When the duty-related court appearance begins and ends outside of a member's normal scheduled work hours, and the elapsed time from the start or end of their normal scheduled duty hours is more than 60 minutes, members shall receive pay for court time with a minimum payment of three (3) hours at the member's overtime rate of pay. If an employee has more than one court appearance on the same day, any off duty court time that falls within the same three (3) hour minimum will be considered one (1) Off Duty Court Time. To receive another three (3) hours of off duty court time on the same day, the next court time would have to fall outside of the original three (3) hours.
- (2) If the elapsed time from the beginning or end of their normal scheduled duty hours is less than 60 minutes, the time will be considered an extension of their work day.
- (3) If the member's court time extends into their normal scheduled duty hours and the court start time was more than 60 minutes from their normal scheduled duty hours, the rate of pay for the time up to the start of their normal schedule duty hours will be compensated at time and a half. Once their normal scheduled duty hours begin, their rate of pay will be compensated at straight time.
- (4) If a member is out on approved leave and has been summoned to court during their normal work schedule, the member's leave becomes null and void and reverts back to regular hours. Any previously approved leave that conflicts with the court time hours must be adjusted. No member shall receive both leave pay and court pay for the same hours.
- (5) If a member attends court on what is a normal workday but has flexed off, in advance, to meet the needs of the agency, i.e. In-Service Training, training class, shift reassignments, etc., then their appearance in court will be treated as Court Time as defined in Section 1 above.

SECTION 2 – Call Back

Call back is defined as being required/ordered by a Supervisor to come back to work inside their normal work schedule while off on approved leave. When a member has been called back to work while off on approved leave time, the leave becomes null and void and the member is considered to be back at work. The member will adjust his or her leave request accordingly.

SECTION 3 – Call Out

Call out is defined as being ordered to report to work, with less than sixteen (16) hours' notice, more than one hour before or more than one hour after the member's normal work schedule.

For the term of this Agreement, bargaining unit members will be compensated for Call Out as follows:

- (1) When a member is ordered to return to work within one hour before or one hour after their regular work schedule, the hours will be considered as an extension of the work day rather than call out.
- (2) All members in a position eligible for overtime are entitled to call-out pay if the member is ordered to and does report with less than sixteen (16) hours' notice more than one hour before or more than one hour after the members' normal work schedule. Such employee shall receive the overtime rate for all such hours that he/she actually works, with a minimum guarantee of three (3) hours at such rate, however, if call out runs into the member's normal work schedule, the member will be considered to be in an on duty status, not call out.
- (3) If the call out is cancelled prior to the employee's arrival at the scene, the employee shall receive two (2) hours of pay at the overtime rate.
- (4) A member who is ordered to report to work while on approved leave shall adjust his or her leave hours accordingly. No member shall receive both leave pay and call-out pay for the same hours.
- (5) If a member with an administrative schedule is called out on an ACSO recognized holiday outside of their normal work hours, then the member will be compensated at time and a half for the number of hours worked, with a three (3) hour minimum, on the holiday using the code "CO/SC" in ExecuTime. In addition, the member will receive Regular Holiday hours equivalent to their normal work shift in observance of the holiday.
- (6) If a member with an administrative schedule is called back on an ACSO recognized holiday inside of their normal work hours, then the member will be compensated at double time for the number of hours worked, with a three (3) hour minimum, on the holiday using a pay code designated by the Sheriff.
- (7) If any member is called out on their regular scheduled day off and it is an ACSO recognized holiday, then the member will be compensated at time and a half for the numbers of hours worked, with a three (3) hour minimum, on the holiday using code "CO/SC" in ExecuTime. In addition, the member will receive "HL" hours equivalent to their normal work shift in observance of the holiday.

SECTION 4 – On-Call After Hours Work

When a member with an administrative schedule is in an on-call status and is called upon to conduct ACSO business over the telephone with no required response to a scene or an ACSO facility, the member will be compensated at time and a half only for the time spent on the phone conducting ACSO business using a pay code to be designated by the Sheriff.

ARTICLE 23
EMPLOYEE COMPENSATION AND WAGES

SECTION 1 – Employee Compensation

Compensation for members of the bargaining unit will be administered in accordance with ACSO Directive Number 332 (Employee Compensation). The Association agrees to support the Sheriff's goal of paying all overtime in lieu of granting compensatory leave, unless the budget precludes payment of overtime. Any other time or leave taken will not be considered hours worked for the purposes of overtime computation.

SECTION 2 – Step Plan

A ten-year step plan is established for the rank of sergeant and lieutenant, as reflected in Appendix C. The salary of employees in the bargaining unit shall be adjusted based upon their years of service in their rank each October 1 through the term of this Agreement.

SECTION 3 – Specialty Pay

Deputies assigned to the following specialized units will be compensated in their biweekly paycheck in accordance with the following schedule:

- (a) Negotiation Response Team - \$25.00
- (b) Crowd Management Team - \$25.00
- (c) Bomb Disposal Team - \$25.00
- (d) Tactical Flight Observers - \$ 25.00 (those assigned as TFO must maintain their quarterly in service training requirement to qualify for this specialty pay)
- (e) Marine Operations/Recovery Team - \$25.00
- (f) SWAT Team - \$25.00
- (g) Honor Guard Team - \$25.00
- (h) Rural Services Deputy - \$50.00
- (i) Flight Pay for JAU pilot - \$383.04
- (j) Flight Pay for Back-Up JAU pilot - \$50
- (k) K-9 handler - 188.33 subject to increase up increase in minimum wage
- (l) FCIC/NCIC Trainer - \$25.00
- (m) Clandestine Lab Team - \$25.00
- (n) Critical Incident Stress Management Team (CISM) - \$25.00
- (o) Field Training Deputy Supervisor - \$25.00, and an additional \$75.00 when actively supervising trainees assigned to their designated team.

- (p) One Special Team's Commander, for teams listed in (a), (b), (c), (e), (f), (g) and (n) as designated by the appropriate Division Commander - \$75

Members assigned to more than one specialized unit will receive only one specialty pay; however, Tactical Flight Observers, JAU pilot, back-up JAU pilot, FCIC/NCIC Trainer and K-9 handler may receive their designated specialty pay and one other specialty pay.

ARTICLE 24
UNIFORMS, UNIFORM EQUIPMENT AND PERSONAL
DRESS

The Parties agree that uniforms, uniform equipment and service awards will be supplied and administered in accordance with ACSO Directive Number 345 (Uniforms, Uniform Equipment and Personal Dress).

ARTICLE 25
ELECTIVE INSURANCE BENEFITS

The Parties agree that elective health, life, dental and vision insurance benefits will be administered in accordance with ACSO Directive Number 328, (Employee Benefits). The PBA acknowledges that the contributory rates charged by the Sheriff to employees for elective insurance coverage benefits are set by Alachua County.

ARTICLE 26

TRAVEL EXPENSES

SECTION 1 – Payment of Travel Vouchers

Travel expenses of employees authorized in advance by appropriate authority that are incurred in the performance of a public purpose authorized by law will be reimbursed in accordance with the Sheriff's reimbursement schedule. The Sheriff will make a good faith effort to pay travel vouchers within thirty (30) days after they have been properly submitted. Vouchers are considered submitted when the employee submits them to the official designated to receive such vouchers.

SECTION 2 – Mileage Allowance

As a general rule and when available, Bargaining Unit Members will utilize agency issued vehicles for official travel when going out of town. Circumstances such as family wanting to travel with the Bargaining Unit Member to training or a conference would require a Bargaining Unit Member to either drive separate from their family or take their privately-owned vehicles (POV). The Sheriff agrees to seek continued funding to provide for the payment of a mileage allowance at the IRS rate for those times when the use of an employee's POV for official travel is approved.

ARTICLE 27
DRUG TESTING

The Sheriff and the Association agree to drug testing of bargaining unit employees in accordance with Sheriff's Directive 144, which includes random drug testing.

ARTICLE 28

NO STRIKE

SECTION 1 – No Strike Agreement

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

SECTION 2 – Penalty

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

ARTICLE 29
PREVAILING RIGHTS

- (A) All pay and benefits provisions in the Sheriff's procedures or applicable County regulations which cover employees in the bargaining unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement.
- (B) Any claim by an employee concerning the application of such provisions shall be subject to the Grievance Procedure of this Agreement or shall be subject to the method of review prescribed by the Sheriff Office's procedures, County regulations or other appropriate administrative or judicial remedy.

ARTICLE 30

MANAGEMENT RIGHTS

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

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

- (1) To determine the organization of Sheriff's operations.
- (2) To determine the purpose of each constituent departments or subdivisions.
- (3) To exercise control and discretion over the organization and efficiency of operations of the Sheriff.
- (4) To discipline for just cause.
- (5) To set standards of productivity and for the services to be rendered.
- (6) To manage and direct the deputies and appointees of the Sheriff.
- (7) To select and hire employees, determine their qualifications, assign and direct their work; to classify, transfer, promote, train, schedule, retain, lay-off, recall and retire employees.
- (8) To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons that are not in conflict with this agreement.
- (9) To determine the location, methods, means and personnel by which operations are to be conducted.
- (10) To determine the number of employees of the Sheriff's Office.
- (11) To establish, change, modify, expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, service or project.
- (12) To establish, change, or modify qualifications, duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.
- (13) To establish, implement and maintain an effective internal security practice.
- (14) To set dress code, uniform standards, and to select weapons, safety equipment and vehicles.
- (15) To set the starting and quitting time and to schedule the number of hours and shifts to be worked, provided, however, that in the event the Sheriff makes a decision to change the number of hours in a shift, the Sheriff agrees to negotiate the impact of that decision with the Association.

- (16) To approve or disapprove time off from work or leave without pay.
- (17) To use independent contractors to perform work or services; to subcontract, contract out, close down or relocate the Sheriff's operations or portions thereof; provided, however, that if the Sheriff makes the decision to hire non-sworn employees to perform functions otherwise performed by sworn bargaining unit employees, the Sheriff agrees to negotiate the impact of that decision with the Association.
- (18) To control and regulate the use of Sheriff's vehicles, weapons, facilities, equipment, and other property of the Sheriff.
- (19) To establish, change, combine or modify the qualifications, duties, tasks, responsibilities, or requirements within position descriptions, and policies, rules and regulations of the Sheriff.
- (20) To promulgate and enforce the Sheriff's directives. Neither the Sheriff's exercise of a right, prerogative, or function, hereby reserved to the Sheriff nor the failure to do so shall be considered a waiver of the Sheriff's right to exercise rights and prerogatives in some other way not in conflict with the express provisions of this agreement.
- (21) If a civil emergency is declared under State law, the provisions of this Agreement may be suspended by the Sheriff during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended, and grievances may be filed after the emergency over actions taken during the emergency.

ARTICLE 31
ENTIRE AGREEMENT

SECTION 1 – Agreement/Reopeners

- (A) This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.
- (B) During the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- (C) The Sheriff and the Association agree that for the Fiscal Years 2017-2018, and 2018-2019, each party has the right to reopen up to two (2) articles in addition to Article 23.

SECTION 2 – Memorandum of Understanding/Settlements

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

ARTICLE 32
SAVINGS CLAUSE

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.

ARTICLE 33

DURATION

SECTION 1 – Term

This Agreement shall become effective on January 1, 2017, and shall remain in full force and effect through December 31, 2019. This Agreement shall remain in full force and be effective during the period of negotiation.

SECTION 2 – Notices

Notices hereunder shall be given by registered or certified mail, and if by the Sheriff shall be addressed to the Association at 300 East Brevard Street, Tallahassee, Florida 32301; and if by the Association shall be addressed to the Sheriff at 2621 SE Hawthorne Road, Gainesville, Florida 32641. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

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 as provided above, would apply only to those bargaining unit employees permanently or temporarily assigned to such areas.

ARTICLE 34

PROMOTIONS

The promotional process shall be in accordance with ACSO DIR 441 and this agreement. Notwithstanding the effective date of this Agreement, this Article will become effective on the date this Agreement is ratified.

SECTION 1. Sergeant

The eligibility requirements for promotion to sergeant are:

- (1) A minimum of five (5) years as a full-time law enforcement deputy sheriff with the ACSO. If the Sheriff calls for another exam prior to twenty-four (24) months from the release of the previous exam scores, then any member who would become eligible in that twenty-four (24) month window will automatically be eligible to participate in the promotional process.
- (2) Two (2) years as an active law enforcement officer at another agency, or two (2) years of active military service, or four (4) years military reserve status may be substituted for the fifth (5th) year of service at the ACSO.
- (3) No sustained level 3, 4 or 5 disciplinary actions in the last twenty-four (24) months.
- (4) Cannot be on disciplinary or new hire probation at the time of application.
- (5) Active certification in law enforcement at the time the promotional exam is given.
- (6) Must have completed the 40-hour block of CIT Training at next available CIT course.

SECTION 2. Lieutenant

The eligibility requirements for promotion to lieutenant are:

- (1) Service as a law enforcement sergeant with the ACSO for four (4) consecutive years immediately prior to the date the promotional exam commences, or:
- (2) Service as a law enforcement sergeant with ACSO for a minimum of three (3) consecutive years immediately prior to the date the promotional examination commences, and one of the following requirements:
 - (a) A BA/BS degree or 120 credit hours from an institution recognized under ACSO DIR 337; or
 - (b) Two (2) years active military, or four (4) years military reserve status.
- (3) If the Sheriff calls for another exam prior to twenty-four (24) months from the release of the previous exam scores, then any member who would become eligible in that twenty-four (24) month window will automatically be eligible to participate in the promotional process.

- (4) Cannot be on disciplinary probation at the time of application.
- (5) Must have completed the 40-hour block of CIT Training or enroll and complete the 40-hour CIT training course the next time it is offered.

SECTION 3. Sheriff's Discretion

The parties agree the Sheriff may make exceptions to the eligibility requirements listed in Section 1 and Section 2 if doing so would favor the employee.

SECTION 4. Eligibility Lists

- (1) Eligibility lists shall be valid for a period of two (2) years from the date of the official scores is released by the Sheriff.
- (2) Individuals who are still on the current eligibility list may choose to either participate in the new promotional process or request that their names be carried over to the new eligibility list. However, a carryover may occur only one time.

IN WITNESS HEREOF, the parties have signed this AGREEMENT to be effective as of January 1, 2017.

RECOMMENDED FOR THE SHERIFF


Col. David B. Huckstep, Chief Deputy

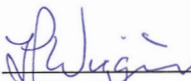
3/16/17
Date

APPROVED BY THE SHERIFF


Sadie Darnell, Sheriff

3/16/17
Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.


Jim Wiggins
Director of Organizational Services
FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

3/16/17
Date


George Corwine
President
North Central Florida PBA

3/16/17
Date

APPENDIX A
BARGAINING UNIT DESCRIPTION

Sergeant

Lieutenant

APPENDIX B
FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.
PAYROLL DEDUCTION AUTHORIZATION

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

Department Name (please print)

Bargaining Unit (if applicable)

Name (please print)

SSN

Signature

Date

APPENDIX C

Step Plan Effective October 1, 2016

Completed Years in Rank as of Oct 1

Position	Less than 2	Two	Three	Four	Five	Six	Seven	Eight	Nine	Ten +
Sergeant	\$ 52,015	\$ 54,096	\$ 55,719	\$ 57,391	\$ 59,113	\$ 60,886	\$ 62,713	\$ 64,594	\$ 66,532	\$ 68,528
Lieutenant	\$ 65,539	\$ 67,505	\$ 69,530	\$ 71,616	\$ 73,764	\$ 75,977	\$ 78,256	\$ 80,604	\$ 83,022	\$ 85,513

**MEMORANDUM OF AGREEMENT BETWEEN
THE SHERIFF OF ALACHUA COUNTY and
THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**

THIS MEMORANDUM OF AGREEMENT is made and entered into on this 3rd day of April, 2017, by and between the Florida Police Benevolent Association, Inc., hereinafter called the “Association” and the Alachua County Sheriff, hereinafter called “Sheriff.”

WHEREAS, the ACSO Law Enforcement Supervisors Collective Bargaining Agreement effective January 1, 2017, Article 11, Section 5 – Participation in the ACSO Wellness Program provides in Subsection A that the “The Course is comprised of two parts which can be completed in either order, the first part, Part A, is 440 yards long and comprised of a series of tasks as follows: a 350 foot sprint/run; climbing over a 4-foot chain link fence; walking up and down a set of stairs; negotiating a serpentine through a series of cones; a 115 foot run; a low-crawl in sand under four, 20 inch-high horizontal poles; a 150 foot run; dry firing a .357 Magnum revolver through a 3-inch diameter ring six (6) times; a step-over where the sworn law enforcement personnel will step over four, 20-inch high horizontal poles (these poles are not secured – if the sworn law enforcement personnel dislodges a pole, they must replace it and begin the task again); a 90 foot run while giving the following verbal command: ‘Alachua County Sheriff’s Office....You’re under arrest....turn around and put your hands behind your back’; and finally, handcuffing the person waiting at the finish line and double-locking the restraints.”; and

WHEREAS, Paragraph 3 of Subsection A provides that “For the third year of this Contract, all sworn law enforcement personnel will be required to complete Part B of the course within four minutes and seven seconds (4:07); and

WHEREAS, the ACSO Law Enforcement Deputies Collective Bargaining Agreement effective January 1, 2017, Article 11, Section 5 – Participation in the ACSO Wellness Program provides in Subsection A that the “The Course is comprised of two parts which can be completed in either order, the first part, Part A, is 440 yards long and comprised of a series of tasks as follows: a 350 foot sprint/run; climbing over a 4-foot chain link fence; walking up and down a set of stairs; negotiating a serpentine through a series of cones; a 115 foot run; a low-crawl in sand under four, 20 inch-high horizontal poles; a 150 foot run; dry firing a .357 Magnum revolver through a 3-inch diameter ring six (6) times; a step-over where the sworn law enforcement personnel will step over four, 20-inch high horizontal poles (these poles are not secured – if the sworn law enforcement personnel dislodges a pole, they must replace it and begin the task again); a 90 foot run while giving the following verbal command: ‘Alachua County Sheriff’s Office....You’re under arrest....turn around and put your hands behind your back’; and finally, handcuffing the person waiting at the finish line and double-locking the restraints.”; and

WHEREAS, Paragraph 3 of Subsection A provides that “For the third year of this Contract, all sworn law enforcement personnel will be required to complete Part B of the course within four minutes and seven seconds (4:07); and

WHEREAS, it is the intention of both the Sheriff and the Association not to create a conflict between what was agreed to verbally between the Association and the Sheriff on January 30, 2017, and what is written in both the Supervisor’s Collective Bargaining Agreement and the Deputies Collective Bargaining Agreement, and to correct a scrivener’s error;

NOW, THEREFORE, the parties agree as follows:

1. Section 5 A of Article 11 of the ACSO Law Enforcement Supervisors Collective Bargaining Agreement effective January 1, 2017 shall be amended to the language: “The Course is comprised of two parts which can be completed in either order, the first part, Part A, is 440 yards long and comprised of a series of tasks as follows: a sprint/run; walking up and down a set of stairs; climbing over a 4-foot chain link fence; negotiating a serpentine around a series of cones; a low-crawl in sand under four, 20 inch-high horizontal poles; dry firing a .357 Magnum revolver through a 3-inch diameter ring six (6) times where the barrel of the gun may not touch the ring (if the gun touches the ring, the gun must be placed back down on the chair and restart this task again); a step-over where the sworn law enforcement personnel will step over four, 20-inch high horizontal poles (these poles are not secured – if the sworn law enforcement personnel dislodges a pole, they must replace it and begin the task again); negotiating a serpentine around a series of cones; a 25 foot, 150 pound sled drag where the sworn law enforcement personnel must enter and exit through the designated gates; a final run while giving the following verbal command: ‘Alachua County Sheriff’s Office....You’re under arrest.... turn around and put your hands behind your back’; and finally, handcuffing the person waiting at the finish line and double-locking the restraints.”
2. Article 11, Section 5.A.3, shall be amended to read: For the third year of this contract, all sworn law enforcement personnel will be required to complete Part A of the course within four minutes and seven seconds (4:07).
3. Section 5 A of Article 11 of the ACSO Law Enforcement Deputies Collective Bargaining Agreement effective January 1, 2017 shall be amended to the language “The Course is comprised of two parts which can be completed in either order, the first part, Part A, is 440 yards long and comprised of a series of tasks as follows: a sprint/run; walking up and down a set of stairs; climbing over a 4-foot chain link fence; negotiating a serpentine around a series of

cones; a low-crawl in sand under four, 20 inch-high horizontal poles; dry firing a .357 Magnum revolver through a 3-inch diameter ring six (6) times where the barrel of the gun may not touch the ring (if the gun touches the ring, the gun must be placed back down on the chair and restart this task again); a step-over where the sworn law enforcement personnel will step over four, 20-inch high horizontal poles (these poles are not secured – if the sworn law enforcement personnel dislodges a pole, they must replace it and begin the task again); negotiating a serpentine around a series of cones; a 25 foot, 150 pound sled drag where the sworn law enforcement personnel must enter and exit through the designated gates; a final run while giving the following verbal command: ‘Alachua County Sheriff’s Office....You’re under arrest....turn around and put your hands behind your back’; and finally, handcuffing the person waiting at the finish line and double-locking the restraints.”

4. Article 11, Section 5.A.3, shall be amended to read: For the third year of this contract, all sworn law enforcement personnel will be required to complete Part A of the course within four minutes and seven seconds (4:07).
5. This language change shall not count against either the Sheriff’s or the Association’s right to reopen up to two (2) articles in addition to Article 23 during Fiscal Years 2017- 2018 and 2018-2019 as provided for in Article 31 of the ACSO Law Enforcement Supervisors Collective Bargaining Agreement.
6. This language change shall not count against either the Sheriff’s or the Association’s right to reopen up to two (2) articles in addition to Article 23 during Fiscal Years 2017- 2018 and 2018-2019 as provided for in Article 31 of the ACSO Law Enforcement Deputies Collective Bargaining Agreement.

APPROVED BY THE SHERIFF



Sadie Darnell, Sheriff



Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.



George J. Corvine, President



Date

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