

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION
4708 Capital Circle N.W., Suite 300
Tallahassee, Florida 32303
(850) 488-8641

Do Not Write In This Box

CASE NUMBER

CA-

DATE FILED

CHARGE AGAINST EMPLOYER

Check box if this is an Amended Charge, Case No. CA-_____

INSTRUCTIONS:

Submit this charge to the Public Employees Relations Commission along with proof of simultaneous service upon the other parties. (NOTE: Pursuant to Florida Administrative Code Rule 60CC-5.001(5), the charge must be accompanied by sworn statements(s) setting forth facts of which the affiant has personal knowledge and, where applicable, documentary evidence sufficient to support a prima facie violation of the applicable unfair labor practice provision(s). Such supporting evidence is not to be attached to the charge and is to be furnished only to the Commission.)

The Charging Party alleges that the public employer or its agents named below have engaged in (an) unfair labor practice(s). Charging Party requests the Public Employees Relations Commission to process this charge under its proper authority.

1. NAME OF CHARGING PARTY: Florida Police Benevolent Association, Inc.
Email Address: stephanie@flpba.org; daniel@flpba.org
Phone No. (850) 222-3329 Facsimile(Fax) No. (850) 561-8898
Address: 300 E. Brevard Street
Tallahassee, Florida 32301
Zip Code
2. CHARGING PARTY REPRESENTATIVE: Stephanie Dobson Webster
Title: General Counsel
Email Address: stephanie@flpba.org; daniel@flpba.org
Phone No. (850) 222-3329 Facsimile(Fax) No. (850) 561-8898
Address: 300 E. Brevard Street
Tallahassee, Florida 32301
Zip Code
3. NAME OF EMPLOYER: Sheriff of Alachua County
Address: 2621 SE Hawthorne Road
Gainesville, Florida 32641
Zip Code
4. EMPLOYER REPRESENTATIVE: Jacob Rush
Title: General Counsel
Email Address: jrush@alachuasheriff.org
Phone No. (352) 367-4024 Facsimile(Fax) No. (352) 374-1801
Address: 2621 SE Hawthorne Road
Gainesville, Florida 32641
Zip Code

5. The above-named employer or its agents has (have) engaged in (an) unfair labor practice(s) within the meaning of Section 447.501(1)(a) and (b)(c), Florida Statutes.
(list sections)
6. BASIS OF CHARGE: (Specify facts, names, places, dates, etc. If more space is needed, attach additional pages.)

SEE ATTACHED

The statements contained in this charge are true to the best of my knowledge and belief. A copy of this fully executed form has been simultaneously served on the representative(s) of the other named party (by hand-delivery, e-mail, facsimile, or U.S. Mail).



Signature of Charging Party or Charging Party's Representative

****The Commission utilizes e-service as the primary method of delivery for orders, correspondence, and notices. Parties are responsible for ensuring that their email address on file with the Commission is correct and current.****

**FALSE STATEMENTS MAY RESULT IN FINE AND IMPRISONMENT
PURSUANT TO CHAPTER 837, FLORIDA STATUTES**

BASIS OF CHARGE

Florida Police Benevolent Association, Inc. (Charging Party) **vs. Sheriff of Alachua County (Respondent)**

Pursuant to Florida Statute § 447, it is the public policy of the State of Florida to promote a balance and united relationship between the government and its employees, both collectively and individually. As outlined below, the Alachua County Sheriff's Office has without hesitation disregarded the terms of the Collective Bargaining Agreement (CBA) between their agency and the Florida Police Benevolent Association, Inc. (PBA) by committing an unfair labor practice, more specifically committing violations of Florida Statutes §§ 447.501(1)(a), (b), and (c).

BACKGROUND

1. The Sheriff of Alachua County, (hereinafter, "ACSO") is a public employer within the meaning of §447.203(2), Florida Statutes, 2021.
2. The Florida Police Benevolent Association, Inc., (hereinafter, "PBA") is a labor organization within the meaning of §447.203(12), Florida Statutes, 2021.
3. The PBA is the certified bargaining agent for a collective bargaining unit certified by the Public Employees Relations Commission, certification number 1830 which includes the classification of Law Enforcement Deputies. *The current collective bargaining agreement between the County and the PBA is attached as Exhibit U-1.*
4. Clovis Watson, Jr. (hereinafter "Sheriff") is the Sheriff of Alachua County. He was sworn in on January 5, 2021.
5. Joel DeCoursey, Jr. (hereinafter "Undersheriff") is the Undersheriff and the Sheriff's Chief Labor Negotiator.
6. George Corwine was the PBA President of North Central PBA until September 2018 when he was promoted to Captain at ACSO and could no longer serve as the President. Corwine

left ACSO in July 2019 and began working as a PBA field staff representative. After Clovis Watson, Jr. was elected Sheriff of Alachua County, he hired Corwine back to ACSO as a major. Corwine began working for ACSO again in January 2021.

7. In January of 2021, Robert Stafford was a sergeant at ACSO and the President of the North Central Chapter of the Florida PBA.
8. The current collective bargaining agreement (hereinafter "CBA") between the PBA and Sheriff was entered into with the prior Sheriff, Sadie Darnell. The Agreement runs from January 1, 2020, through December 31, 2022.
9. Soon after Sheriff Watson was elected, he promoted President Stafford from Sergeant to Lieutenant.

I. APRIL 2021

10. Reopener negotiations between the PBA and the Sheriff commenced in April 2021.
11. On April 16, 2021, PBA President Stafford and the PBA negotiations team began meeting with the Sheriff's negotiations team.
12. The PBA negotiations team consisted of President Stafford, Scott Bonafide, and Lance Cannon.
13. The Sheriff's negotiations team consisted of Undersheriff DeCoursey, Major George Corwine and ACSO General Counsel Jacob Rush.
14. The PBA negotiations team and the Sheriff's negotiation team met on April 9, 2021, to begin negotiations on reopeners. Per the CBA, both the Sheriff and the PBA are allowed to open two (2) articles each and Article 23 on wages is automatically reopened.
15. On April 9, 2021, the Union presented a proposal on Article 16-Leave. (See Exhibit U-4)
16. Article 16 was the only article reopened by the PBA.

17. The PBA proposed to change Article 16 to provide a cap of 320 hours for Annual and Holiday Vacation leave and a maximum payout of 280 hours for purposes of separation. The PBA's proposal would have increased the cap from 280 hours to 320 hours. The proposed changes were ultimately rejected by the Sheriff.
18. On April 9, 2021, the Sheriff reopened Article 18-Education Tuition Reimbursement Fund. The proposed changes included increasing the maximum reimbursement from \$1,500 to \$2,000 and allowed the member to get the money upon registration for the course instead of having to wait until after the course was completed. If the bargaining member did not complete the course or received less than a C, the member would have to refund the money back to the Sheriff for that course.
19. Article 18 was tentatively agreed (hereinafter "TA'd") on April 9, 2021 and signed by the Undersheriff and President Stafford. (See Exhibit U-5)
20. The PBA also presented a proposal on Article 23-Employee Compensation and Wages. The PBA's proposal asked for the Sheriff to allow rehires that had been gone less than twenty-four (24) months, to come back at Step One in the Step Pay Plan, but to receive the salary commensurate with the step number at which they left. (See Exhibit U-4)
21. The language was not novel to the sheriff as he had been allowing civilians to be rehired in this same manner per General Order of the Sheriff.
22. Additionally, the PBA asked to increase the specialty pay for the Patrol Field Training Deputy Supervisor from \$20.00 to \$30.00 per daily observation report completed. This was estimated to be a \$12-13,000 total increase annually.
23. The PBA also proposed language regarding a shift differential in Article 23.
24. Article 23 was not TA'd on April 9, 2021.

25. During the April 9, 2021, negotiations meeting, President Stafford, Major Corwine, and the Undersheriff discussed Article 15-Agency Vehicles. (Exhibit U-2)
26. Major Corwine and President Stafford particularly communicated their wishes to reopen the article for purposes of correcting the inequities that were occurring in the current application of Article 15.
27. The current CBA provides that bargaining unit members with “MARKED” cars can only take their patrol vehicle home if the member(s) resides outside of Alachua County within a ten (10) mile radius of the Alachua line. (See Exhibit U-1)
28. Members with “UNMARKED” patrol cars can take their patrol car home if they reside in a county contiguous to Alachua County providing their residence in no further than twenty (20) minutes from the Alachua line, or one (1) hour from the ACSO headquarters. (See Exhibit U-1)
29. The intentions of Corwine and Stafford were to correct the inequities between those members that drove marked cars and those who drove unmarked cars by allowing the members driving marked cars to get the same benefit as those driving unmarked cars. (See Exhibit U-2)
30. During the conversation on April 9, 2021, there was no mention of changing the Article to make the residency requirements more restrictive.
31. After the April 9, 2021, negotiations session, Major Corwine went to the Sheriff to discuss the desire to open Article 15 to address the aforementioned issues.
32. Major Corwine gave the Sheriff a list of all the sworn officers that were currently residing outside of Alachua County and who were allowed to drive their patrol vehicle home.

33. The list consisted of approximately forty-seven (47) people. There are approximately 276 sworn positions at ACSO. Approximately 17% of the sworn employees currently reside outside of Alachua County and several others are in the process of building or buying homes outside of Alachua County.
34. The starting pay for an ACSO deputy is \$40,978 (See Exhibit U-1)
35. Currently, Alachua County ranks as the thirteenth highest county for taxes in the State of Florida.
36. ACSO is the 36th lowest in the state for deputy starting pay.
37. Many officers choose to live in a contiguous county due to the lower taxes and lower cost of living. (See Exhibit U-30)
38. In May of 2021, President Stafford was notified that he was being promoted again. He was promoted to Captain which disqualified him from continuing to serve as the North Central Chapter PBA president. His promotion became effective on June 6, 2021
39. Jody Branaman is a detective at ACSO and assumed the role of North Central PBA President on June 4, 2021.
40. No negotiation session had taken place between April 16, 2021, and September 16, 2021, as the Sheriff would not give his position on Article 15-Agency Vehicles.
41. President Branaman repeatedly requested negotiation times and dates once he became President but was not provided any dates. (See Exhibit U-3)

II. SEPTEMBER 14, 2021

42. Eventually, after a five (5) month delay, a September 14, 2021, negotiation date was scheduled at the Sheriff's department. (See Exhibit U-3)

43. The PBA negotiation team now consisted of President Branaman, Tommy Wilcox, Matt Abram, Scott Bonafide, Michelle Swilley, and Chuck Drake.
44. The Sheriff's negotiation team, as reconfigured, consisted of the Undersheriff; Major Corwine; Major Bobby Stafford (who served as the Chief Negotiator for the PBA when the negotiations began in April); Chief of Staff Danielle Judd; and General Counsel Jacob Rush.
45. Major Corwine from the Sheriff's negotiation team began by recapping the prior April negotiation session. (See Exhibit U-6)
46. Major Corwine explained that Article 18 had been TA'd and there had been an open discussion regarding Article 15-Agency Vehicles. (Id. at p. 3)
47. The Sheriff presented a proposal for Article 15-Agency Vehicles, and a counterproposal for Article 23-Employee Compensation and Wages.
48. The Sheriff rejected the PBA's proposal on Article 14 with regard to the proposed increase in capped leave hours. The Sheriff's counterproposal included two (2) new recognized holidays: Good Friday and Juneteenth and no other changes to Article 14. (See Exhibit U-9) The Sheriff had already unilaterally recognized Juneteenth as a holiday in 2021 prior to this offer.
49. The Sheriff rejected the PBA's proposal on Article 23-Wages, and instead proposed to freeze the step plan and give a 3% across the board wage increase. (See Exhibit U-9)
50. On September 14, 2021, the Sheriff offered a proposal on Article 15-Agency Vehicles. (See Exhibit U-9)
51. The Sheriff's proposal contained the following language, "[b]argaining unit members will be placed on the Standard Indianapolis Take-Home Vehicle Plan or the Limited

Indianapolis Take-Home Vehicle Plan. The Sheriff shall provide 30 days written notice to the PBA when a change in status is anticipated.” (See Exhibit U-9)

52. The proposal also included the following language, “(2) Bargaining unit members hired prior to October 1, 2021, will be permitted to drive their issued vehicle home. (3) Bargaining unit members hired after October 1, 2021, will only be permitted to drive their issued vehicle home if they reside within Alachua County. (4) Bargaining unit members hired on or after October 1, 2021 will be required to maintain a residence within Alachua County. (6) The Sheriff shall have the discretion to authorize deputies residing outside of the above parameters to drive agency vehicles home.” (Exhibit U-9)
53. Major Corwine explained, “[t]his just gives the Sheriff the latitude to switch back and forth.” See (Exhibit U-6, page 5, lines 9-14.)
54. Major Corwine further explained, “[b]asically in a nutshell, the Sheriff is going to verify those people, but starting October 1, 2021, there is going to be an in-county residence requirement for all new hires.” (See Exhibit U-6, p. 6-7)
55. Additional conversation regarding the Sheriff’s proposal occurred. One employee that was driving an agency issued vehicle home in September of 2021 was outside of the residence requirement listed in the current contract and was informed by the Sheriff that he had to move in order to keep taking his agency vehicle home. (Id. at p. 7)
56. President Branaman questioned the Sheriff’s team as to why the Sheriff was proposing this since it was not originally the reason this Article was supposed to be opened. He was provided the following answer by the Undersheriff, “[t]he Sheriff’s philosophy and the (INAUDIBLE) philosophy now is that if you wish to work in Alachua County, you reside in Alachua County, you are a citizen primarily—and I don’t know if you know the

historical makeup of sheriffs but from Hendry County to – (INAUDIBLE)—if you work in the ----(INAUDIBLE)—work in the Alachua County Sheriff’s office, you reside here. I know the jail, when he took on the jail, a lot of folks do not reside in Alachua County. But the take-home a car is part of the parameters for living in the county.” (Id. at p. 9)

57. President Branaman explained, “I think we are going backwards. I think we are going to limit our employee pool. We already have staffing issues. Every agency that we talk to has a staffing issue, and they are trying to provide incentives for people to come work for them, and we are actually taking away incentive.” (Id. p. 10)

58. Major Stafford explained, “[i]f folks want to work here, they are going to understand the opportunities here. They are not in Gilchrist County or Levy County. They can make money here and make a better retirement here. I know it’s expensive to live here, but there are options in Alachua County in some smaller municipalities that it’s not as expensive to live.... It was just for the purpose of transparency that, hey, this is –going forward, this is what’s going to happen, so there is a residency requirement article. And with it being an opener, obviously we are not going to insert a new article in an opener.” (Id. at p. 14)

59. President Branaman questioned why the Sheriff would try to put a residency requirement in the Take-Home car article and explained that he did not believe it belonged there.

60. Discussions continued and the Sheriff rejected the PBA’s prior proposal regarding shift differential in Article 23. The Sheriff accepted the FTO pay increase from \$20 to \$30 for completed reports. (Id. page 27, lines 12-19)

61. After distribution of the proposals and discussion, the negotiation session concluded.

III. SEPTEMBER 16, 2021

62. On September 16, 2021, the parties met for an additional negotiation session. (See Exhibit U-8)
63. The Sheriff proposed a new Article 15 with the same language above minus the residency requirement for employment. (See Exhibit U-9)
64. The Article 15 proposal dated September 16, 2021, grandfathered in all employees hired prior to October 1, 2021, and allowed them to take their assigned agency vehicle home. Bargaining unit members hired after October 1, 2021, would only be permitted to drive their vehicle home if they resided in Alachua County. The proposal also gave the Sheriff the discretion to authorize deputies outside the county to take their vehicles home.
65. President Branaman had to attend this negotiation session via telephone and was not able to be physically present in the room, and therefore he could not sign off on the proposal that day.
66. Major Corwine explained during the session that much of the language was removed because, “[t]hose folks are being grandfathered in.” (See Exhibit U-8 pg. 4, lines 18-20)
67. Both sides agreed to the terms and Major Corwine stated, “[s]o those are really the final cleanups, Jody, and – and gets us where—where we had some verbal discussion the other day, on Tuesday, to clarify some things on your end and also clarify some things on our end, and that kind of gets us to what sounds like you guys are in agreement with the articles that have been put forward to you this morning.” (Id. at p. 7-8)
68. President Branaman responded, “[t]hat is correct.” (Id at p. 8, line 6)
69. Major Corwine responded, “[o]kay. My understanding is that, obviously, you had the COVID shot, and that has caused a little bit of a spike in fever, and that’s why you are not

here today. Yeah. So, I think probably the next course of action is the next day that you are available, then, you know, you would be able to put your signature on the pages whenever you are available, because we like to have an original copy rather than a PDF copy.” (Id. at p. 8, lines 7-18)

70. President Branaman agreed, and the parties began discussing possible ratification dates. (Id. at p. 9-11)

71. On September 21, 2021, President Branaman received an email from Major Corwine with an “updated” Article 15 and 18 attached. (See Exhibit U-10)

72. Upon reading the newly proposed Article 15, President Branaman realized it was drastically different from the proposal of September 16, 2021. (See Exhibit U-3)

73. On Wednesday, September 22, 2021, President Branaman emailed Major Corwine back with the following email, “Major Corwine, The NCFB PBA bargaining team has reviewed the changes proposed to Article 15 that were made after our last bargaining session. The changes are significant enough that the team would like to re-address this article at the table. Please provide dates that the ASO team would be available to meet for further bargaining in this matter.” (See Exhibit U-11)

74. On Wednesday, September 22, 2021, Major Corwine emailed President Branaman back with new negotiation dates. (See Exhibit U-12)

IV. SEPTEMBER 28, 2021

75. On September 28, 2021, the PBA negotiations team and the Sheriff’s negotiation team met to address the PBA’s concerns over the drastically revised version of Article 15 that was first provided to the PBA on September 21, 2021. (See Exhibit U-10)

76. The new version of Article 15 being proposed was directed at bargaining unit members who were hired prior to October 1, 2021 and provided that those deputies would be permitted to keep their agency issued vehicle given that they resided within ten (10) miles of the Alachua County line. It also grandfathered in, bargaining unit members who had relied upon the existing version of Article 15 as contained in the CBA when building or buying a home, if their address was on file with Human Resources on or before September 20, 2021. The language read, “C. Bargaining unit members hired prior to October 1, 2021, who currently live outside of the ten (10) mile radius will be grandfathered and permitted to drive their issued vehicle home if they are authorized to so according to ACSO Directives 313 and 223. The member’s ‘home’ is defined as their physical address on file with the Human Resources Bureau as of September 20, 2021. If the grandfathered member moves from this address, they will be subject to ACSO DIR 313, and may only drive their issued vehicle home as defined in section B. D. Bargaining Unit members hired on or after October 1, 2021, who would like to participate in the Indianapolis plan, may only drive their issued vehicle home if they reside within Alachua County.”
77. The new proposal no longer grandfathered in all existing bargaining unit members, as the Sheriff proposed and the PBA accepted in the prior bargaining session on September 16, 2021. It also added a condition that prevented an existing deputy from moving out of the county after September 20, 2021, if they wanted to keep driving their agency vehicle home. The newly proposed version of Article 15 was sent to President Branaman having already been signed by the Undersheriff, suggesting that the Sheriff had no intention of conducting any further negotiations regarding Article 15.

78. President Branaman explained that there had been changes in the Article that he had not expected or had been previously discussed. President Branaman also wanted to discuss the October 1, 2021, residency deadline that had been previously proposed by the Sheriff. (See Exhibit U-13)

79. Branaman explained, “[s]o after we met last, there was some changes in the language that we hadn’t discussed. And specifically, what we want to talk about is moving forward past October 1st. And it got a little more restrictive, we feel, than what we originally thought when we talked, where an employee that’s hired prior to October 1st of this year would now be unable to move out of the county. The way it was written before it said, anybody hired prior to October 1st will be allowed to take a vehicle home. And then there was some other specific language that addressed people that were living outside of current policy. So there is roughly 47 people that live out of county, and there is roughly seven of those that live out of policy. Now, we have one that lives in Lafayette County, a couple live deep in Marion County. So, our intent has always been to take care of those seven people and bring them in, and then our employees and our members know going forward here’s the policy. Here’s where you have to live. You can’t live more than 10 miles. And there was – there was a lot of language that we crossed out that the old administration had written in there talking about if you have a confidential tag, if you have a marked car, an unmarked car, and that’s just really confusion and not productive. So, what we would like to do, and we have a proposal if you want to read it, is going forward after October 1st, any employee that was hired prior to that date be allowed to move 10 miles out of county. (See Exhibit U-14) That’s the least of what was written in the old policy. The old policy, like I said, had language about an hour, and all these different things. So, 10 miles would be the best

compromise for both sides of the table, and it would still allow these employees that we have now that are planning on – we have one employee who is building a house right now. So, there is no way his house is going to be done by October 1st, but if we can sign this, he is no longer going to be allowed to take his vehicle home. And he built this house out of county going by what was policy and now we are going to have to go back and tell him, hey, I am sorry, but as of October 1st, you are not going to have a take-home car.” (Id. at p. 3-4)

80. The Undersheriff responded to President Branaman and explained, “[t]here was a loophole that we saw that right before we signed October 1, if somebody said you know what, October 1 is not here, I am going to purchase some land, I am going to build a house right here, and we are trying to tie that loose end up to keep people from doing that. The purpose is we want to participate in the Indianapolis plan or take-home cars, if you will as an incentive, but we are trying to make sure the citizens of Alachua County feel like their taxes are being used and being used here. I’m not saying you can’t work at the Alachua County Sheriff’s Office but to participate in the Indianapolis plan, those cars that the Sheriff want to talk about remain in Alachua County, either here or the jail, or you reside in Alachua County.” (Id. at 6)

81. President Branaman mentioned that he discussed the issue with other agencies, and ACSO was moving back in time as compared to other agencies and their practice of allowing their officers to take agency vehicles out of county. (id at p. 9)

82. President Branaman noted that the membership interpreted the Sheriff’s proposal as stripping a benefit at a time when morale was already low. (Id.)

83. After a caucus, the parties agreed to sign off on Article 16-Leave and Article 23- Employee Compensation and Wages.
84. Major Corwine explained that the Sheriff was going to stand firm on Article 15-Agency Vehicles. He said, “So we understand what you are saying, but when looking at this, what this does is this starts to bring the whole reason why we got in the situation we are in, is because of things like within 10 miles, and all these things that you enumerated between 46 and 62, which brings us back to McCoy is the perfect example. He is 10.1 miles outside the –the county line, so we are going to get ourselves right back in the bucket that we were in before agreeing to the language that’s in 46 to 62. And the Sheriff’s stance is firm that he wants to grandfather those folks in. They can move if they want to, but they are not allowed to take their car home if they move outside the county. So we’ve TA’d on that, and we will present that to you.” (Id. at p. 23) While Major Corwine described the newly revised version of Article 15 as having been “TA’d”, based upon the fact that the Undersheriff signed that proposal, his description was inaccurate given that a tentative agreement had not been reached as to the newly proposed version of Article 15.
85. President Branaman noted that the newly proposed version of Article 15 was going to cause significant hardship for bargaining members who had already begun buying or building homes in reliance on the existing version of Article 15. After a caucus, President Branaman relayed that he had received additional information regarding Deputy Tyson, a bargaining unit member who was already in the process of building a home. President Branaman stated, “[s]o we did get some confirmation. Tyson is moving to Gilchrist County. His house is built. He is waiting to close this week. He does not think he will be able to close by Friday, by the 1st. And is that going to be an issue for him if he closes after October 1st?”

- There is a line again that says the Sheriff can, basically management rights, take care of people.” (Id. at p. 23)
86. Discussions occurred regarding Deputy Tyson’s situation and the Sheriff’s team made several proposals designed to provide an opportunity for Deputy Tyson to defy the newly proposed version of Article 15, but none of the proposals were practical or genuine. (Id at p. 23-26)
87. Regarding the undue hardship Deputy Tyson was facing, the Undersheriff stated, “[a]nd the problem with the unknown, how many more once you pool with you -- vet your folks, your members, is somebody else going to say, well, I fall in that category, and we don’t know. So again, the bottom line is the Sheriff has the discretion to make a decision, so we are going to hold what we got on this one and let the future take care of it so...”. (Id at p. 27, lines 11-18)
88. President Branaman then asked, “[s]o we are saying if he closes after Friday, he is going to have to park his car?” and the answer was, “Yes, sir.” (See Id. at p 27 lines 19-21)
89. President Branaman continued, “[m]y problem with this right now is we’ve got a guy who has got a house built, and what I am hearing is, yeah, that doesn’t matter. He is going to be lumped into this same thing, and he is going to become the rallying cry for all of these other members, and I am not sure how this vote is going to go when we talk to the members.” (Id at p. 29, lines 17-23)
90. The response from Undersheriff DeCoursey was, “[t]he Sheriff has the discretion to approve or disapprove. So it’s not like it a done deal.”
91. President Branaman continued to tell the Sheriff’s team that it would be much easier to sell this to his membership if there was some sort of grace period for people that were currently

building houses based upon the long-standing take-home car policy that they relied upon when beginning the construction of their homes. (Id. at p. 37 and p. 39)

92. Eventually, after it became apparent the Sheriff's team was not going to negotiate further on the issue, the PBA agreed to TA the Sheriff's proposal on Article 15-Agency Vehicles in order to "give some good will" back to the Sheriff. However, the PBA cautioned that the membership might refuse to ratify the contract with newly proposed changes to Article 15. (Id. page 40, lines 4-14)

93. Article 15 was TA'd by both parties. (See Exhibit U-15)

94. Discussions then continued about when the PBA would hold a ratification vote. President Branaman said he would try to schedule it for the next week.

95. As the President of the North Central Chapter of the PBA, Jody Branaman has eleven (11) other bargaining units that he collectively bargains for. (See Exhibit U-3)

96. During this same time period, in late September and early October, in addition to negotiating with ACSO, President Branaman was also involved in collective bargaining with High Springs Police Department and Eustis Police Department. (See Exhibit U-3) He was also responsible for scheduling a ratification vote for each of those units during this same time period.

97. On October 1, 2021, the Deputy's bargaining unit was entitled to a step increase per the CBA. (See Exhibit U-1)

98. Article 23-Employee Compensation and Wages, Section 2 governs the Deputy's unit step plan. The first paragraph states, "A twenty-year step plan is established for the ranks of deputy, 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.” (See Exhibit U-1)

99. To date, no deputy in the bargaining unit has received the required 2.5% step increase. (See Exhibit U-3)

100. President Branaman held a meeting on October 3, 2021, to present the TA'd articles to the membership.

101. On October 13, 2021, fifteen days after signing off on all outstanding articles, President Branaman sent Major Corwine an email notifying him that the ratification votes were scheduled to occur on Thursday, October 21, 2021, and Friday, October 22, 2021. The email included a request to use the “#sworn” email group and a request that the PBA be permitted to post a notice of the ratification dates on the ACSO website. (See Exhibit U-16)

102. On October 18, 2021, President Branaman was contacted by the Undersheriff and informed that the Sheriff was rescinding all of the TA'd articles, given that the Sheriff felt disrespected by the fact that the ratification vote had not already occurred. (See Exhibit U-3)

103. On October 18, 2021, Major Corwine was also contacted by the Undersheriff and informed that the Sheriff intended to rescind all tentative agreements between ACSO and the PBA given that the Sheriff felt disrespected. (See Exhibit U-2)

104. Major Corwine attempted to explain to the Undersheriff that he believed that those actions could be interpreted as an unfair labor practice, and sent a text to the Undersheriff of a screenshot from the National Labor Relations website. (See Exhibits U-2 and U-17)

105. The Undersheriff responded to Major Corwine's text with the following statement, "Major Corwine, your text about the Union contract, is not consistent with the decision our Sheriff made. I disagree on your interpretation." (See Exhibit U-17)
106. Major Corwine had also been told by the Sheriff that he was upset at how long the ratification vote was taking. (See Exhibit U-2)
107. President Branaman received a letter from the Sheriff on October 18, 2021, stating the following, "Dear President Branaman, Please take notice that I rescind all tentative agreements signed on behalf of this office. Please contact General Counsel J. Rush should you have any questions. Respectfully, Clovis Watson, Jr. Sheriff." (See Exhibit U-18)
108. Given Sheriff Watson's decision to rescind the TA'd articles, President Branaman was forced to cancel the ratification vote that was scheduled to occur in three (3) days. (See Exhibit U-19)
109. President Brannaman prepared a letter to the membership in which he announced that the Sheriff had rescinded all of the agreed upon articles. The letter also explained that President Branaman met with the Undersheriff on October 18, 2021, to inquire as to why the tentative agreements had been rescinded. President Brannaman informed the membership that, "Undersheriff DeCoursey advised me that it was the Sheriff's opinion that the ratification vote was not held in what he considered a timely manner, and that the Sheriff viewed this as disrespectful. I reminded the Undersheriff that we had initiated bargaining in April of 2021 and that ASO (sic) did not return to the table until September of 2021. I also explained that the North Central Florida Chapter represents over 700 members from 45 separate agencies with several also in the process of bargaining. Sixteen working days to hold a membership meeting, prepare documents and ballots, and schedule

an election for 249 members is not an unreasonable amount of time, nor is it disrespectful.”

(See Exhibit U-19)

110. On October 22, 2021, the day that the ratification vote was scheduled to conclude, the Sheriff sent another letter to President Branaman. (See Exhibit U-20)

111. In that letter the Sheriff wrote, “[i]t has always been my intention to serve the employees of the Alachua County Sheriff’s Office fairly and equitable, which is why I offered members of both PBA bargaining units raises, extra holidays, tuition advancement and an increase in the amount of tuition available without asking for anything in return. When I did not receive any ratification results, I took this lack of action as a rejection to my offers. In light of the recent correspondence authored by you and your members and the media, it has come to my attention that your membership is, in fact, interested in my offers and would like to vote on the offers that were tentatively agreed to in September. I hereby rescind the letter drafted on October 18, 2021, and would like to move to ratification on the articles agreed to in September.” (See Exhibit U-20)

112. On October 22, 2021, President Branaman sent another letter to his membership explaining that the Sheriff had rescinded his rescission. (See Exhibit U-21).

113. Branaman explained in his letter, “[o]n October 22, 2021, I was notified by Sheriff Clovis Watson Jr., that he was rescinding his previous rescission of the tentatively agreed upon articles. Unfortunately, the Sheriff’s rescission will result in the ratification vote having to be rescheduled to a later time, as we will have to set and notice the date of the vote, schedule board members to staff the vote, re-print ballots and tally sheets with the new dates, and provide time for the members to ask the board for any questions they might have.” (See Exhibit U-21)

114. The ratification was then rescheduled for October 28, 2021, and October 29, 2021. The Deputy's unit rejected the reopeners by a vote of 86-43 against. (See Exhibit U-22)
115. The Supervisor's unit ratified their reopeners, accepting the revised version of Article 15.
116. On November 4, 2021, the Sheriff issued a Memorandum to All Agency Personnel, which included the Deputy's Bargaining Unit. (See Exhibit U-23)
117. The Memorandum addressed the issue of Take-Home Agency Vehicles Outside Alachua County. In his Memorandum, the Sheriff incorrectly refers to the articles that were ratified by the Supervisor's Unit as a "Memorandum of Agreement (MOA)".
118. Item number 3 in the Sheriff's memorandum states, "[p]ositions recognized within the Collective Bargaining Agreement between the Sheriff and PBA, Certification Number 1830, which covers Deputies, effective January 1st, 2020, shall be governed by those provisions until such time as negotiations have concluded between all parties."
119. Soon after the issuance of the Sheriff's memo, President Branaman began getting information from the members in the Deputy's bargaining unit that they were being told to "park their cars" because they resided outside of Alachua County. (See Exhibit U-3)
120. Given his position as PBA President, Branaman sits on a policy review panel that considers any proposed changes to ACSO policy. (See Exhibit U-3)
121. During December 2021, President Branaman was not included on the review panel, and therefore was not made aware of the unilateral changes the Sheriff made to the policy on Agency Take Home Vehicles. (See Exhibit U-3)
122. An "Acknowledgment of Agency Vehicle Restrictions" form was sent out to Deputy bargaining unit members in December 2021. This form states, "Agency Vehicle

Restrictions- I understand that if I meet the residency requirements and choose to live outside of Alachua County, I will not be permitted to take an agency-assigned vehicle outside of Alachua County and must abide by the parking requirements of ACSO 223-Use and Maintenance of ACSO Fleet Vehicles.” Underneath this statement, there is a line for the “Applicant’s Signature” and the “HR Representative’s Signature.” (See U-24)

123. This is in direct contravention of the status quo that should occur after a bargaining unit elects not to ratify the reopeners.

124. Despite announcing that the status quo would be maintained, the Sheriff unilaterally began to enforce his unratified and unapproved amendments to Article 15. (See Exhibit U-3) Deputy Jeremy York was negatively impacted by the Sheriff’s refusal to acknowledge and abide by the status quo.

125. Deputy Jeremy York began building a home in Gilchrist County in reliance upon Article 15, as ratified and approved. The initial closing date was scheduled to be July 30, 2021, however due to difficulties with landscaping and other issues, Deputy York could not close on the home until December 20, 2021.

126. Deputy Jeremy York filled out the new “Acknowledgment of Agency Vehicle Restrictions” form as required by the Sheriff and submitted it to Human Resources. (See Exhibit U-3)

127. Deputy York lives just inside the Gilchrist County line, in the same neighborhood as an ACSO Sergeant and another ACSO Deputy. The other Deputy and Sergeant are still permitted to take home their ACSO marked cars, but Deputy York has been denied the opportunity to take his marked car to his new home, in contravention of the status quo.

128. On December 30, 2021, Deputy York was ordered by Acting Chief Detective Yeager, to begin parking his marked car at the Sheriff's Office. He was told that he could no longer take his car home. (See Exhibit U-3)
129. President Branaman spoke to Major Bella Blizzard on Thursday, December 30, 2021, and informed her of the contract violations that were occurring in the deputy's bargaining unit regarding the new agency vehicle requirements. (See Exhibit U-3)
130. Major Blizzard was emailed a copy of the CBA, and the recently created ACSO residency form which contradicts the CBA. (See Exhibit U-3)
131. After being advised of the violation, Major Blizzard was informed by ACSO General Counsel that the Agency must abide by the status quo, and that Deputy York must be allowed to take his agency vehicle home, given that his current address is within the guidelines established by the CBA.
132. Also in December of 2021, President Branaman began asking for new negotiation dates, given that the deputy's unit rejected the reopeners. (See Exhibit U-3)
133. On December 20, 2021, ACSO General Counsel Rush sent President Branaman an email with the following dates: January 12, 18-21, 24, and 25 at 10 am. (See Exhibit U-25)

V. JANUARY 25, 2022

134. The PBA and ACSO scheduled a negotiation session for January 25, 2022, at 10am. (See Exhibit U-3)
135. The following members attended the negotiation session on behalf of the PBA: Florida PBA General Counsel, Stephanie Webster, President Branaman, Michelle Swilley, and Chuck Drake. (See Exhibit U-26)

136. The following members attended the negotiation session on behalf of the Sheriff: Major Bobby Stafford, Major Bella Blizzard, Undersheriff Joel DeCoursey, Chief of Staff Danielle Judd, and General Counsel Jacob Rush. (Id. at p. 2)
137. The negotiation session began around 10 a.m. and was tape recorded. The Sheriff's team immediately "put the ball in (President Branaman's) court" given that the deputy's voted down the contract. (Id. at p. 3)
138. President Branaman explained that he spoke to many members in the unit, and they overwhelmingly rejected the Sheriff's proposed changes to Article 15. (Id at p. 3). He explained that the members were strongly opposed to the Sheriff's proposed revisions to Article 15, as many members purchased land or homes in reliance on the long-standing policy. (Id at p. 3)
139. Based upon the feedback he received from his membership, President Branaman submitted another proposal to the Sheriff's team regarding Article 15. (See Exhibit U-27)
140. The new proposal removed the waiver of rights language that was inserted by the Sheriff in his proposed revision to Article 15 and proposed that deputies should be allowed to take marked and unmarked cars home, if they lived within Alachua County or a contiguous county. (Id.)
141. President Branaman went on to describe the rationale behind the new proposal. (See Exhibit U-27)
142. Continuing conversations regarding the issue of take-home vehicles followed and there was strong disagreement regarding the issue of take-home cars. (See Exhibit U-26)
143. During the negotiations, PBA General Counsel Webster asked if the Sheriff's team wanted to caucus to review the PBA proposal or if the Sheriff's team would prefer to

schedule another negotiation session. The Sheriff's team declined to caucus, but reluctantly agreed to schedule another negotiation session. (Id. at p. 15, line 2-9)

144. Mrs. Webster sought to confirm that Article 15 was the only article that was unresolved, and both sides agreed. (Id. at p. 15, lines 4-22.)

145. On January 25, 2022, President Branaman sent an email to ACSO General Counsel Rush, asking for additional negotiation dates. (See Exhibit U-28)

146. Six days later, on January 31, 2022, ACSO General Counsel Rush sent President Branaman an email. (See Exhibit U-29). The email stated in part, "[t]he Sheriff has made *his* intention clear to me: he wants to take care of the employees and desires no conflict with the union. He and the union have the same interests at heart-the wellbeing of the employees. In the spirit of that courtesy, he did not ask me to schedule a follow-up meeting regarding current open articles. He did not want me to have you and your team travel from Tallahassee without knowing his position. He does not wish to remove any of the benefits he offered in order to haggle. He's not interested in the common negotiation tactic of taking something back. He wants all the deputies to have the same great deal that the Sergeants and Lieutenants got. Article 15 is part of the package. With that information, if you nonetheless desire to have another meeting on the offered package, we would be glad to schedule and host it. If I can help in any way in the communication of how beneficial this package is, how generous our benefits are in comparison to other agencies, or on the state of law enforcement agencies across the country, I am glad to lend what aid I can."

(Id)

147. On February 2, 2022, General Counsel Webster sent Mr. Rush a letter via email. (See Exhibit U-30).

148. Mrs. Webster's letter to Mr. Rush explained that the PBA felt the Sheriff was violating Florida Statute 447.309(4) which states, "[i]f the agreement is not ratified by the public employer or is not approved by the majority vote of employees voting in the unit, in accordance with procedures adopted by the Commission, the agreement shall be returned to the chief executive officer and the employee organization for further negotiations." (Id.)
149. The letter reminded Mr. Rush that the PBA had previously voted on the proposed agreement and refused to ratify the proposals. (Id.)
150. The letter added that the Sheriff's team refused to caucus or ask any questions about the PBA's proposed changes to Article 15 during the January 25, 2021, negotiations, and further noted that the Sheriff had failed provide any new information or proposals since the ratification vote was held. (Id.)
151. The letter advised Mr. Rush, that the PBA interpreted his email sent on January 31, 2022, as notice of the Sheriff's refusal to bargain in good faith, as required by Florida law. (Id.)
152. The February 2nd letter also advised Mr. Rush that the deputies had not received the 2.5% step increase that was guaranteed to become effective on October 1, 2021. Mrs. Webster stated, "[a]lthough the PBA and the Sheriff are in negotiations on reopeners, it does not alleviate the obligation of the Sheriff to abide by the current contract terms." (Id.)
153. The letter to Mr. Rush explained that the PBA would have no choice but to file an unfair labor charge against the Sheriff if he continued to withhold the deputies step increase and bargain in bad faith. (Id.)

154. On February 7, 2022, Mr. Rush sent an email with the following information, “[t]he Sheriff’s team is available for meeting on February 22 or 24 at 10 am. Please let us know what you prefer and we will distribute accordingly.” (See Exhibit U-31)

155. Mrs. Webster responded, “[t]he PBA is available on February 24th at 10:00. We look forward to productive negotiations.” (See Exhibit U-32)

VI. FEBRUARY 24, 2022

156. On February 24, 2022, a negotiation session was held at the Alachua County Sheriff’s Office. (See Exhibit U-3 and U-33)

157. The Sheriff’s team was comprised of the following people: Undersheriff DeCoursey, Major Blizzard, Major Chad Scott who replaced Major George Corwine after he left ACSO, and Chief of Staff Danielle Judd.

158. The PBA’s team was comprised of the following people: President Branaman, PBA General Counsel Webster, Tommy Wilcox, Lance Cannon, Chuck Drake and Michelle Swilley.

159. Initial discussions were held about topics other than the contract negotiations, during which time PBA General Counsel asked that the Sheriff provide the Union with notice of any changes he intended to propose regarding the terms, wages, and conditions of employment, prior to him unilaterally implementing any such changes. (id at p. 9-10)

160. General Counsel Rush began discussions regarding the open articles and started by going through each article being proposed by the Sheriff. (id at p. 19). Mr. Rush provided the PBA team the same Article 23 language that had been previously agreed upon, and provided the PBA with the fiscal impact of the revised article. (id at p.19-21). The proposal given on February 24, 2022, was dated September 16, 2021. (See Exhibit U-Article 34)

161. Mr. Rush then provided the PBA team with the same Article 18 language, regarding Education Reimbursement, which was previously agreed upon. The only change from the original proposal was a handwritten change in the title, which replaced the word “Reimbursement” with the word “Advancement.” (See Exhibit U-35).
162. Next, Mr. Rush provided the PBA team with a copy of Article 16 regarding leave, which was also dated September 16, 2021. (See Exhibit U-36). The proposal was the same proposal that the membership previously voted on in October of 2021.
163. Lastly, Mr. Rush provided the PBA with a proposal on Article 15, Agency Vehicles. (See Exhibit U-37). The proposal also had a date of September 20, 2021, and Mr. Rush stated that ACSO didn’t “have any changes from last time.” (See Exhibit U-33, page 25, lines 10-12). Mr. Rush then asked if there was anything the PBA wanted to present.
164. Mrs. Webster asked Mr. Rush for clarification on the proposals, and asked if the Sheriff was presenting the same exact article that was already voted down by the membership. Mr. Rush responded by stating, “That’s –that’s correct.” (Id at p. 25, lines 15-19)
165. Mrs. Webster stated that the Sheriff’s refusal to negotiate left the PBA with no choice other than to file an unfair labor practice. (id at p. 25, lines 19-25)
166. Mrs. Webster further stated that the PBA had given a new proposal at the last session to which Mr. Rush announced, “[a]nd the Sheriff doesn’t agree to that proposal, so that if---our next step could be impasse, but—” (Id. page 26, lines 22-24)
167. Mrs. Webster then inquired, “[s]o is it your position that, at this point, you will not come back with any other article other than the same article that’s been voted down?” (Id. at p. 27, lines 4-8)

168. Mr. Rush responded, “Yes.” (Id. at p. 27, line 9)
169. Mr. Rush asked if the PBA wanted to caucus, and the PBA accepted that proposal.
170. After a caucus, Mrs. Webster attempted to clear up some confusion regarding the Agency’s proposals. She requested that the Agency mark proposals with the date of the negotiations so that new proposals would not be confused with previous proposals. (Id. p. 30)
171. Thereafter, the parties discussed whether the information ACSO provided were accurately described as proposals. (Id at p. 30-34)
172. Mrs. Webster advised the Sheriff’s team that the PBA could not sign off on Article 15-Agency Vehicles, given that it contained a waiver of the PBA’s right to bargain over the issue of take home vehicles. (Id. at p. 35)
173. She explained the PBA’s position that the Sheriff could not take that article to impasse, given that it contained an unlawful waiver. (Id. at p. 35, lines 11-25). The language at issue in the Sheriff’s proposal states, “[b]argaining unit members will be placed on the Standard Indianapolis Take-Home Vehicle Plan or the Limited Indianapolis Take-Home Vehicle Plan. *The Sheriff shall provide 30 days written notice to the PBA when a change in status is anticipated.*” (See Exhibit U-37)(emphasis added)
174. After reviewing the Article 15 proposal dated September 20, 2021 but provided to the PBA on February 24th, the PBA noted that the proposal was not amended in any substantive manner and noted that the changes were trivial. (Compare exhibit U-15 signed off and U-37)
175. Mr. Rush initially responded by stating that the Sheriff refused to amend the article that was already voted down by the membership and admitted that the proposal was the

- same, but he later claimed that the proposal was different given that some of the wording was changed. (See Exhibit U-33 at p. 27, lines 4-9, p. 34, lines 3-4, and p. 36- 37)
176. Mrs. Webster responded by asking, “[s]o would the Sheriff like to present any new proposal with regard to the take-home car, that policy—article” (Id. at p. 37, lines 21-23)
177. Mr. Rush responded, “[t]his new Article 15 from today is the Sheriff’s proposal.” (Id. at p. 37, lines 24-25)
178. Mrs. Webster asked, “[a]nd you are saying it is new in what way?” (Id. at p. 38, lines 1-2)
179. Mr. Rush responded, “[w]ell, as you went through and described, it had an additional sentence on line 14, and different language starting on line 44 in response –or regarding the directive it references.” (Id. at p. 38, lines 3-7)
180. In response, Mrs. Webster stated, “[r]ight. That’s new language. I am asking you in what way it’s different than the previous.” (Id. at p. 38, lines 8-9)
181. Mr. Rush then said, “[w]ell, my response would be it’s different in the words that are in it.” (Id. at p. 38, lines 11-12)
182. Mrs. Webster replied, “[b]ut it’s the same offer. He is still not allowing anyone to take a vehicle out of county.” (Id. at p. 38, lines 13-14)
183. Mr. Rush responded, “I can only say the document speaks for itself. I am not going to try to characterize it in a – in a way that’s not recorded in writing.” (Id. at p. 38, lines 16-19)
184. Eventually, President Branaman asked, “[o]kay.---What can we do to come to a compromise?” (Id. at p. 39, lines 9-10)

185. The Undersheriff responded, “[w]e’ll talk with the Sheriff about that, because right now, what you offered, when you say contiguous, that’s like to me, that’s wide open. So right now, we are going to bring it back in so we will discuss that with the Sheriff.” (Id at p. 39, lines 16)
186. After continued discussions, President Branaman asked, “[s]o that’s not your final offer today, that Article 15? You are going to talk to the Sheriff, and we are going to come back with another proposal from the Sheriff?” (Id at p. 42, lines 10-13)
187. The Undersheriff replied, “[y]ou will hear back from counsel.” (Id. at p. 42, lines 14-15)
188. The Sheriff’s team said they would correspond with the Sheriff to see if they had any “maneuvering room.” (Id at p. 43, lines 5-7)
189. Once again, Mr. Rush brought up going straight to Impasse after two (2) unproductive bargaining sessions. (Id. at p. 43, line 19)
190. Additional conversations followed regarding the flagging morale at the Sheriff’s office, and Mrs. Webster asked Mr. Rush to address the 2.5% step increase that the deputies were contractually guaranteed to receive on October 1, 2021. (Id. at p. 46-47)
191. Mr. Rush asked, “[s]o while their pay article is open in negotiation, you are saying that they should have gotten their pay step increase---” (Id. at p. 47, lines 4-6)
192. Ms. Webster responded, “[a]bsolutely.”(id at line 7)
193. Mr. Rush asked, “[i]n October?” (Id. at line 8)
194. Ms. Webster responded, “[a]bsolutely. That contract at this point is the status quo, and everything has to be abided by in that contract, just like the take-home car policy.” (Id. at lines 9-12)

195. At that point, the negotiation session was concluded.

196. On March 1, 2022, Mr. Rush authored the following email to President Branaman and Mrs. Webster, “[g]ood afternoon, at our February 24, 2022 meeting, you asked if I could get back to you within a week with the Sheriff’s response to the PBA’s Article 15 counter-proposal. The Sheriff has considered the PBA’s counter-proposal on Article 15, which would allow all deputies to drive their agency vehicles to their homes out of county as far as Cedar Key, Palatka, Orange Park, Dunnellon, and the Georgia border. He does not agree with this policy proposal. The Sheriff is willing to maintain the employer’s offers on the current open Articles to match the benefits given to the Sergeants and Lieutenants, should the position of the PBA change. Is the PBA willing to take the proposal to the membership, given the figures and information the Sheriff provided at the last meeting?” (See Exhibit U-38)

197. Mrs. Webster replied via email to Mr. Rush explaining that the bargaining unit members already voted down the exact same articles that were being “re-proposed.” She further explained that Florida law requires both sides to negotiate in good faith and she denied that the Sheriff’s inclusion of information regarding the financial impacts of the proposals was equivalent to providing new proposals. She advised that the PBA had no option other than to file an unfair labor practice against the Sheriff. (See Exhibit U-39)

198. On March 2, 2022, President Branaman became aware that the Sheriff’s office had processed the required 2.5% step increase for the deputy’s bargaining unit. (See Exhibit U-3)

199. President Branaman was provided copies of two (2) screenshots which appeared to be an employee’s payroll. The first screenshot showed a comment in the payroll computer

- system indicating that the step increase was processed on February 25, 2022. (See Exhibit U-40)
200. The second screenshot revealed a comment entered on February 28, 2022, which states, “2-28-22 Received phone call and email from Chief of Staff instructing us to reverse the deputy pay raises that we had been instructed to process on 2-24-22 as Sheriff did not authorize the raises.” (See Exhibit U-41)
201. Furthermore, the same screenshot shows that on 10/1/21 - the required step increases, per the collective bargaining agreement, were reversed in the payroll system. (See Exhibit U-41)
202. On March 9, 2022, the Sheriff sent a letter to all ACSO employees, including the Deputy’s bargaining unit. (See Exhibit U-42)
203. The letter claimed that the Sheriff was negotiating benefits for the employees from the local, state, and national governments. (See Exhibit U-42)
204. The two-page letter further told the employees that the Sheriff has implemented a 3% Cost of Living Adjustment to improve the step plan, which raises the salaries for new hires, and increases the pay for all employees. He described how the current step plan will be frozen for the current year which results in greater benefits and DROP compensation upon requirement. (Id.)
205. The Sheriff continued by saying, “[w]e are pleased to increase FTD specialty pay this year. To minimize the disruption to the lives of our current employees, we have simplified the take-home vehicle policy (ACSO 223) by automatically grandfathering in those who relied on past take-home vehicle policy, including even those who were outside the range of past policy. In order to balance the budget for raises and release our employees

from the convoluted 2020 take-home vehicle policy, you will see the policy is now similar to what we've seen here for decades, requiring employees to live within Alachua County if they wish to take their agency vehicle home. This geographic requirement is common among law enforcement agencies, some of which have eliminated take-home options or started charging employees to take vehicles home, and serves the public interest in regards to response times and community membership. Keeping our vehicles in the county reduces fleet and fuel costs. For marked vehicles, this also serves to elevate the Sheriff's Office presence in the county which is a known crime-deterrent service to the public." (Id)

206. The Sheriff's letter added, "[i]n order to make Higher Education (ACSO 337) more accessible and to encourage employees to avail themselves of this opportunity, we have increased the amount of the education allowance to \$2000 a year and redesigned it to be advanced to the employee for classes so our employees don't have to come out of pocket for reimbursement. As an additional benefit, you will notice that we have added two more paid holidays (ACSO 329) to your calendar, Good Friday and Juneteenth. I hope these will allow everyone to spend a little more time with their families in further recognition of the difficult and demanding jobs we do at the Sheriff's Office. "

207. The Sheriff concluded, "I have extended these benefits, the largest enhancement in for employees in ACSO history, to all our employees. The Sergeants/Lieutenants bargaining unit voted to adopt them. The salary increase, the FTD pay increase, extra holidays, new vehicle policy, and educational advancement benefit, was unfortunately, not ratified by the Deputy Sheriffs, whose PBA bargaining unit voted down these changes (86-43, with 69 not voting) pursuant to their union right. Though these benefits have been voted down, I have re-extended the offer should they reconsider – not only because I

believe they deserve it, but because each time I go to the County Commission to raise pay, I can build on what we achieve each year.... I hope to continue bringing you more benefits worthy of the sacrifices you and your family make in the name of safety for a public that doesn't always understand.”

208. Immediately after the letter from Sheriff was sent out via email, Deputy Bargaining Unit members began contacting President Branaman. The members were confused and misled by the letter and perceived the Sheriff's letter as a veiled threat. (See Exhibit U-3)

209. The Sheriff's letter was not only misleading, but it was inaccurate. Specifically, when the Sheriff said, “[t]o minimize disruption to the lives of our current employees, we have simplified the take home vehicle policy (ACSO 223) by automatically grandfathering in those who relied on past take-home vehicle policy, including those who were outside the range of past policy.”

210. This statement is in direct contradiction to the proposal offered by the Sheriff in September 2021 and again in February 2022. (See Exhibit U-15, U-37, and U-33)

211. The Sheriff's bargaining team informed the PBA during the September 28, 2021, bargaining session that a bargaining unit member (Tyson) who was in the process of building a home based on the existing policy but couldn't close on his new home until October 2, 2021, would not be grandfathered in according the Agency's proposal for Article 15. (See Exhibit U-13, p. 26-27)

212. Undersheriff DeCoursey stated, “[w]e know the Sheriff has discretion. Right now, y'all know if this is the only one, Tyson is the only one, so we are going to stay steadfast on this one, and something that we can, it can be looked at in the future, but right now we are going to hold what we got as far as Tyson.” (Id at p. 26-27)

213. President Branaman responded, “[w]hat do you mean by that, sir?” (Id at p. 27, line 6)
214. Undersheriff DeCoursey replied, “[y]ou were saying that he lives—he is in the process of building a house.” (Id at p. 27, lines 7-8)
215. President Branaman responded, “[i]t’s built. He is closing this week hopefully.” (Id at p. 27, line 9-10)
216. The Sheriff’s team responded, “[a]nd the problem is the unknown, how many more once you pool with your -- vet your folks, your members, is somebody else going to say, well, I fall in that category, and we don’t know. So again, the bottom line is the Sheriff has the discretion to make a decision, so we are going to hold what we got on this one and let the future take care of it so....” (Id at p. 27, lines 11-18)
217. President Branaman asked, “[s]o we are saying if he closes after Friday, he is going to have to park his car?” (Id at p. 27, line 19-20)
218. Undersheriff DeCoursey answered, “[y]es, sir.” (Id at p. 27, line 21)
219. The Sheriff’s proposals did not grandfather in everyone who “relied on the past take home policy, including even those who were outside the range of past policy” as the Sheriff’s letter incorrectly stated.
220. The Sheriff’s letter is written purposely to mislead and confuse bargaining members.
221. The letter also suggests that the changes had already been implemented place or would be made unilaterally enforced by the Sheriff. This language is an attempt to undermine and interfere with the Union’s function as the collective bargaining agent.

222. The Sheriff's language regarding the other bargaining units was intimidating and was interpreted as a threat to the deputy's unit, insofar as their refusal to accept the offer that was ratified by their supervisors would result in disapproval and retaliation.
223. The PBA was not made aware of the Sheriff's communication to the bargaining unit employees until after the email was distributed. (See Exhibit U-3)
224. The letter also emphasized the Sheriff's bad faith dealing when he acknowledged that he "re-extended the offer should they consider," which is an admission that he offered the same proposals the members rejected and refused to ratify.
225. In a news article published March 10, 2022, the Sheriff stated, "[t]he purpose of the letter, in the interest of transparency, was simply to inform all employees of the benefits I have worked diligently to get for the employees of the Alachua County Sheriff's Office and to reassure my employees that I will continue to support and work tirelessly for them." (See Exhibit U-43)
226. Sheriff Watson's statement to the media was designed to cause divisiveness within the membership as his statement suggests that he is solely responsible for the benefits that the bargaining unit members may or may not receive.
227. President Branaman responded to the Sheriff's attempt to divide the membership in an interview by stating, "[o]ur members will not be fooled nor divided. We will continue to fight for a fair and equitable benefits package that invests in retaining the best men and women to keep our County safe." (See Exhibit U-44)
228. In addition to the above attempts to undermine the PBA, bargaining unit members began receiving letters in the mail from the Florida Deputy Sheriffs Association (Hereinafter "FDSA") on March 11, 2022. (See Exhibit U-45)

229. The letters informed bargaining unit members that the Sheriff had unilaterally enrolled them as members in the FDSA. The highlighted portion of the letter read, “[e]ffective immediately: Sheriff Watson is also providing at no cost to you, an additional benefit for all sworn officers- professional legal representation. This representation is for on-duty incidences including use of force, vehicle crashes involving serious injuries and for investigations including Internal Affairs and FDLE. If you need immediate representation on the scene, call our 24/7 toll free number, tell the hotline specialist “this is an emergency call” and you will immediately speak directly with our attorneys. Our attorneys can be on-scene with you typically within two hours or less. Please take a moment and save the FDSA 24/7 Legal Hotline number in your mobile phone right now. You may also use the same number for legal assistance for non-emergency needs.”

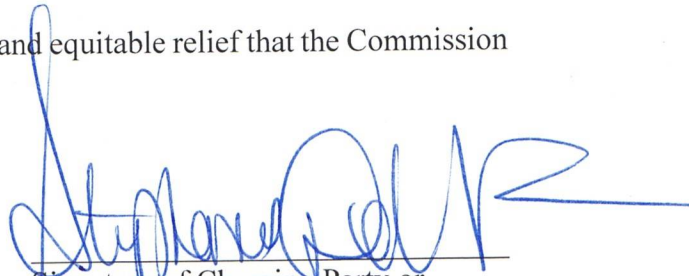
230. It should be noted that no bargaining unit members agreed to provide their names or addresses to the FDSA and were not given any choice as to the Sheriff’s decision to enroll them as members in the FDSA. Many bargaining unit members attempted to cancel their membership in the FDSA which was done by the Sheriff unilaterally, but they were informed that their memberships could not be canceled. (See Exhibit U-46)

231. Bargaining unit members immediately began expressing their concern to President Branaman that they felt this was another attempt by the Sheriff to undermine and interfere with the PBA.

REQUESTED RELIEF

WHEREFORE, as an appropriate remedy, the Florida Police Benevolent Association respectfully requests that the Commission find the following:

1. Find that the Sheriff has committed an unfair labor practice in violation of §447.501(1)(a)(b) and(c);
2. Order that the Sheriff immediately begin negotiating in good faith;
3. Order the Sheriff to discontinue direct dealing with the Deputy's bargaining unit or any other bargaining unit;
4. Order the Sheriff to immediately pay the Deputy's bargaining unit the 2.5% step increase they are entitled to with interest;
5. Order the Sheriff to discontinue making unilaterally changes without proper negotiations;
6. Order that the Sheriff maintain the Status Quo of the current collective bargaining agreement throughout the duration of the contract including the reopener period.
7. Order the Sheriff to pay the Charging Party's reasonable attorney's fees and costs in litigating this matter; Order any and all other legal and equitable relief that the Commission Shall deem appropriate.



Signature of Charging Party or
Charging Party's Representative

FALSE STATEMENTS MAY RESULT IN FINE AND IMPRISONMENT PURSUANT TO
CHAPTER 837, FLORIDA STATUTES

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 25th 2022, a copy of the foregoing Unfair Labor Practice Charge Against an Employer was hand-delivered with the Clerk of the Public Employees Relations Commission. In addition, a copy was sent by electronic mail to: Jacob Rush, General Counsel – Alachua County Sheriff’s Office, jrush@alachuasheriff.org.

Respectfully submitted,

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