

AGREEMENT BETWEEN
FLAGLER COUNTY SHERIFF'S OFFICE (SHERIFF)
AND THE
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
(UNION)

May 7, 2024 – September 30, 2026

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ARTICLE 1 - SCOPE OF THE CONTRACT

Section 1: Bargaining Unit Covered

The Flagler County Sheriff (hereinafter "Sheriff") recognizes the Coastal Florida Police Benevolent Association (hereinafter "Union") as the exclusive bargaining representative, as certified by the State of Florida Public Employees Relations Commission, certification number 1335 for the following unit of employees of the Flagler County Sheriff's Office. This includes All full-time regular employees employed by the Flagler County Sheriff's Office in the position of Detention Deputy, Detention Deputy First Class, Master Deputy, Detention Corporal and Detention Sergeant.

Excluded from this unit are the Sheriff, all staff positions, and anyone above the rank of Sergeant.

Section 2: Definitions

1. Employee - Except as herein otherwise defined wherever the term "employee" is used in this Agreement, it shall mean full-time regular¹ employees, or group of employees with the bargaining unit as heretofore described. Reserves and provisional employees are excluded from the term "employee" hereunder. All individuals included within this contract fill critical position and must qualified and be able to perform core law enforcement duties.
2. The term "Sheriff" shall mean the elected Sheriff, the appointed Acting Sheriff, and/or his/her designee.
3. Critical Position - A position which is required to be operated on a continual 24-hour basis.
4. On Call Status – Time spent on standby duty or in an on-call status is governed by 29 CFR § 553.221.

Generally, on-call status is defined as an employee who is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes.

However, an employee is considered off-duty and on standby status if the employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even if the employee is required to remain within a reasonable call-back radius. An employee is not compensated for remaining in standby status.

¹ Employees not within their initial period of probation.

5. Scheduled leave is leave requested five (5) days prior to use.
6. Non-scheduled leave is leave taken without a request to use prior to five (5) days.

ARTICLE 2 - UNION BUSINESS

Section 1: Union Dues

During the life of this Agreement, the Sheriff agrees to deduct union dues from the pay of each employee in the bargaining unit who authorizes the deduction and shall mail said dues to the address provided by the Union to the Sheriff.

It is understood this provision will provide for twenty-four (24) bi-weekly deductions per year for the employees who elect to participate. The Sheriff will remit to the Union such sums within thirty (30) days. Changes in Union membership dues rate will be certified to the Sheriff in writing and shall be done at least thirty (30) days in advance of the effective date of such change. The Sheriff's remittance will be deemed correct if the Union does not give written notice to the Sheriff within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, the remittance is incorrect.

The Union will indemnify, defend, and hold the Sheriff harmless against any claim and against any suit instituted against the Sheriff on account of any deduction of Union dues. No deduction shall be made from the pay of the employee for any payroll period in which the employee's net earnings for payroll period, after deductions, are less than the amount of dues to be deducted.

Section 2: Negotiating Committee

Employees who are members of the Union's negotiating committee, not more than three (3) in number, shall suffer no loss of pay or benefits to attend all scheduled meetings with representatives of the Sheriff for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such employees are scheduled to be on duty.

Section 3: Employee Representatives

A formal notification will be provided to Human Resources with the names of union representatives. Upon request, a representative may be granted reasonable time off, during working hours without the loss of pay or other benefits, to resolve grievances expeditiously. There are no circumstances in which an employee will be paid by the Sheriff to participate in the labor activity of another Sheriff.

Section 4: Intranet Tab

The Union shall have the use of a tab on the Sheriff's intranet, for posting notices, which shall not be of political or controversial nature. The most current version of the bargaining unit contract will also be accessible under the intranet tab.

1. Copies of all notices shall be submitted, via email, to the Sheriff designee prior to it being posted. If the Sheriff's designee feels the notice is of a controversial nature, the Union agrees to withdraw or rewrite it.

2. Any material found under the Union tab not on file with the Sheriff may be removed by the Sheriff. The Sheriff shall notify the union designee the material was removed and why.

Section 5: Union Meetings

The Sheriff hereby agrees the Union will have the right to use a room at one of the Sheriff's facilities, for the purpose of union meetings. The room must be scheduled in advance with the Human Resources Department, and its use by the Union will be limited by other needs.

Section 6: Sheriff's Email System

The Union shall be entitled to access the electronic mail system of the Sheriff to communicate with union membership concerning Union business. Prior to email dissemination, a draft of the email will be sent to the Sheriff designee for approval.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes 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. Unless abridged within this agreement the Sheriff retains all rights granted by law including the absolute right to assign work subject to the terms and conditions of this agreement. The Union recognizes the Sheriff has the sole exclusive rights, powers, authority, judgment, and discretion, including but not limited to the following:

1. To determine the organization of Sheriff's operations.
2. To determine the purpose of each of its constituent departments or subdivisions.
3. To exercise control and discretion over the organization and efficiency of operations of the Sheriff.
4. To set standards of productivity and for the services to be rendered.
5. To manage and direct the employees and appointees of the Sheriff.
6. To select appointees, to hire employees, determine their qualifications, assign, and direct their work; to classify, transfer, promote, train, retain, lay-off, recall and retire employees.
7. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees and appointees from duties because of lack of work, funds or other legitimate reasons are not in conflict with this agreement.
8. To determine the location, methods, means and personnel by which operations are to be conducted.
9. To determine the number of Deputies and appointees of the Sheriff's Office.
10. To establish, change, modify, expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, service, or project.
11. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.
12. To establish, implement and maintain an effective internal security practice.
13. To set dress code, uniform standards, and to select safety equipment and vehicles.
14. To approve or disapprove time off from work or leave without pay.
15. To use independent contractors to perform work or services; to subcontract, contract out, closedown or relocate the Sheriff's operations or portions thereof.
16. To control and regulate the use of Sheriff's vehicles, weapons, facilities, equipment, and other property of the Sheriff.
17. To establish, change, combine or modify the duties, tasks, responsibilities, or requirements within position descriptions, and policies, rules and regulations of the Sheriff.
18. To promulgate and enforce the Sheriff's policies and procedures manual and those policies required to comply with accreditation standards or recommendations.
19. If a civil emergency is declared under State law, or by the Flagler County Board of County Commissioners or the Sheriff, the provisions of this Agreement may be suspended by the Sheriff during the time of the declared emergency, provided 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.

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

The Sheriff acknowledges changes to wages, hours and terms and conditions of employment as required by law will be negotiated with the Union. The Sheriff acknowledges the language in this Article is not a waiver of any of the Union's rights under Federal and Florida Statutes nor is it a waiver of any employee or group of employees' right under Federal or Florida Statutes.

ARTICLE 4 - EMPLOYEE RIGHTS

Section 1: Non-interference with an employee's rights

Neither the Sheriff, nor the Union will interfere with an employee's right to engage in protected, concerted activity nor to refrain from participating in such activity.

Without limiting the foregoing, the Sheriff agrees it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining, to make any agreement with any such group organization which would violate any rights of the Union under this Agreement or the law. Further, no representative, department official, or agent of the Sheriff or Union shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union.
2. Interfere with the formation, existence, operations, or administration of the Union.
3. Discriminate regarding employment or condition of employment to encourage or discourage membership in the Union. Discriminate against an employee because they have given testimony, taken part in any grievance procedure or other hearings, negotiations, or conference or on behalf of the Union, the Sheriff, or any employees.

The Sheriff or his designee will not refuse to meet, negotiate, or confirm proper matters with deputies or representatives of the Union as set forth in this Agreement.

The Sheriff will not discharge or discriminate in any way against employees of the Sheriff's Office for Union membership or Union activities.

The Union will encourage employees to allow the designated Union representative rather than individual employees to represent Union views and positions to political bodies, news media, and the public.

Section 2: Non-interference with union rights

The Sheriff agrees not to interfere with the union in obtaining all rights of public employees contained within Florida Statue, Chapter 447 for all deputies covered by this agreement.

Section 3: Duty to bargain if there is a change in residential requirements.

The Sheriff agrees no rule or policy restricting where an employee may reside shall be implemented without it being negotiated.

Section 4: Training requests

All requests for training will be forwarded up the chain of command for consideration. All requests will be considered expeditiously and returned to the deputy making the request. Once the request has been approved or denied by the Agency, the employee will be notified within 15 working days.

ARTICLE 5 - DISCIPLINE

Section 1: - Standard

Disciplinary procedures are governed by Flagler County Sheriff's Career Services Law, Chapter. 2000-482, Special Laws of Fla.

Section 2: - Employee Rights

The "Law Enforcement Officer's Bill of Rights" as set forth in Florida Statute §§112.531 – 112.534, as amended from time to time, is incorporated herein and made a part of this contract. The Parties agree this statute is to be read in conjunction with Flagler County Sheriff's Career Services Law, Chapter. 2000-482, Special Laws of Fla.

Specifically, if during disciplinary proceeding as outlined in the Flagler County Sheriff's Career Services Law, Chapter. 2000-482, a new allegation of misconduct is identified, the allegation will be referred to the Agency for investigation. The Parties acknowledge the results of any subsequent investigation will be addressed consistent with the CBA.

Section 3: Presumption of Innocence

An employee is presumed to be innocent until evidence demonstrates otherwise.

Section 4: Procedures

The Sheriff may immediately suspend an employee without pay if they are arrested for any criminal act. The range of penalties for specific actions are defined in the General Orders.

Section 5: Application of Penalties

At the sole discretion of the Sheriff a suspension may be applied to the employee's personal leave or vacation leave accounts. In the event the employee does not have enough personal leave or vacation hours the Sheriff may deduct all future accruals until such time as hours equal to the suspension have been deducted.

Section 6: Name Clearing

At the conclusion of the investigation the subject employee is provided with an opportunity to state their position regarding the outcome of the investigation for the record.

Section 7: Appeals

For employees who receive a written reprimand or a 2-day or less suspension they may appeal the decision to the Sheriff for review and consideration. All other disciplinary appeals shall be addressed through Chapter. 2000-482 §2 (3), Special Laws of Fla.

Section 8: Miscellaneous

The Parties agree questioning which is not anticipated to lead to discipline is not considered interrogation as defined in the Law Enforcement Officer's Bill of Rights. Verbal corrective action, written counseling are not considered discipline and therefore are not grievable. However, an employee may seek a review to the next level of supervision.

ARTICLE 6 - NO STRIKE CLAUSE

The Union agrees to disavow any strike or work slowdown which could violate Florida Statute §447.505.

ARTICLE 7 - STABILITY OF AGREEMENT

Section 1: Modification of the contract

No agreement, understanding, alteration or variation of the Agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2: Non-waiver

The failure of the Sheriff or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Sheriff or of the Union to future performance of any such item or condition, and the obligation of the Sheriff and the Union to such future performance shall continue in full force and effect.

Section 3: Existing policies and procedures

All rules, regulations, policies, and procedures of the Sheriff in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with the terms of this Agreement. Authority to change, modify, or delete rules, regulations, policy, or procedures not in conflict with the terms of this Agreement rests with the Sheriff.

ARTICLE 8 - ADHERENCE TO LAW

The Sheriff and the Union recognize and adhere to all state and federal laws, rules, and regulations.

ARTICLE 9 - HOURS OF DUTY AND WORK SCHEDULE

Section 1: Defined work week

The Sheriff elects to utilize the seven (7) day work week and the pay period shall consist of fourteen (14) days. Shift preference will be determined by operational need, the use of seniority will be considered.

Section 2: Shift schedules

The existing work schedules for each bargaining unit classification shall remain in effect for the term of this agreement unless changed by mutual agreement between the Sheriff and the PBA.

Section 3: Changes in assignments

The Sheriff will notify employees fourteen (14) days in advance of a permanent change in assignments. The Employee may waive the 14-day requirement. This section will not prevent the Sheriff from making a temporary change due to manpower shortages, coverage requirements, emergencies, etc.

Section 4:

The employer will assign detention deputies to one of four squads. Each squad will then be assigned to a twelve-hour shift. The shift hours will be 0600-1800 and 1800- 0600. Squads will rotate on a three-month rotation unless otherwise agreed to by the Sheriff and the PBA. The intent of the parties is for the squads to rotate with the road deputies and if the rotation of the road deputies is different than three months then the parties shall return to negotiate a new rotation. Detention deputies will be assigned regular days off during each fourteen-day pay period.

ARTICLE 10 - OVERTIME

Section 1: Fair Labor Standards Act

The Sheriff complies with 29 U.S.C. § 207(k) of the Fair Labor Standards Act by establishing a seven (7) calendar day work week. The normal payroll week shall begin at 12:01 a.m., Tuesday night and shall continue for 168 hours. The normal pay period shall be two consecutive pay weeks. The normal work period shall be eighty (80) scheduled hours for non-crucial personnel and eighty-four (84) scheduled hours for crucial personnel during a pay period.

Section 2: Overtime

Hours worked more than eighty (80) hours per work period shall be compensated at the rate of time and one-half (1½) of the employee's regular straight time rate. All employees covered by this agreement may choose to accrue compensatory time at a rate of time and one-half (1½) the number of hours worked at the employee's option for any hours worked more than eighty (80) hours. Compensatory time may accrue up to a maximum of one hundred and twenty (120) hours. Compensatory time may be taken pursuant to Article 19 of this Agreement.

Section 3: Court/Legal preparation

Any employee required by the Sheriff to attend court, court conference, or other related proceedings, as a witness, or in any other capacity, other than jury duty, for, or on behalf of the County or State, at any time other than during a regular tour of duty, shall be compensated for a minimum of three (3) hours. The employee must provide a form attesting to the required attendance to the Sheriff's Office. Five dollars (\$5.00) (or the current Florida Statutorily authorized fee) or other witness fees will be turned over to the Sheriff.

Section 4: Callback

Any employee required to return to work by a supervisor more than thirty minutes after the completion of their regular shift shall be paid at the time and one-half rate for a minimum of three (3) hours.

Any employee required to report to work prior to their normal starting time shall be paid for the number of hours worked at overtime time rates. In the event a gap occurs between the hours the employee is required to report early and their normal starting time, a three (3) minimum shall apply. Any employee required to report to work on their day off for a mandatory meeting, or training, or anything job related, shall be paid a three (3) hour minimum.

Section 5: Training

All hours of approved training and travel to and from training will be treated as time worked. Time spent at training conferences not in actual training (sleeping, eating or other time not actually in class) will not be counted as time worked. If the attendance is on a regular workday, the employee shall be paid for either their scheduled hours or the actual hours in training. If the approved training is scheduled on a day the employee is not scheduled to work, then the employee shall receive their normal pay and any applicable overtime. Authorized lodging, meals and travel expenses shall be reimbursed consistent with Florida Statutes. Lodging may be authorized for multi day training. Scheduling adjustments may be made to avoid creating overtime.

Section 6: Sweat time

Administrative, unscheduled vacation leave, unscheduled personal leave, unscheduled sick leave, military leave, compensatory leave will not count as time worked for determining overtime.

The Parties acknowledge there are two exceptions to this rule permitting an employee to receive credit for overtime with the use of unscheduled leave. The first, is if an employee calls out sick and can produce a certified medical certificate the next business day the use of sick leave on their time sheet for this day shall count towards the calculation of overtime. The second exception could occur if the use of unscheduled leave, except for sick leave, does not require overtime to fill a minimum staffing need. The second exception may only be applied with prior written approval by a Commander or above.

All other forms of unscheduled leave will not count as time worked for determining overtime.

Section 7: Compensatory time

The Parties agree compensatory time earned prior to the ratification of this Agreement shall count to the determination of overtime. Compensatory overtime earned after the ratification of this Agreement shall not count towards the determination of overtime.

The Parties further agree compensatory time earned prior the ratification of this Agreement shall be used and exhausted by the employee before using any compensatory time earned after the ratification of this Agreement.

Section 8: Holiday pay:

Any employee who is scheduled to work on an observed holiday and does work on the holiday will receive time and half (1 1/2) their base pay for all hours worked. In addition, they will receive pay equal to the number of hours the employee is normally scheduled to work in additional pay at their regular hourly rate of pay.

Those employees in a non-critical position who would normally be scheduled to work but have the day off due to the holiday will have the holiday time count as time worked. Those employees

in a non-critical position who would normally have the day off due to the holiday but are required to work will have the holiday time count as time worked for determining overtime.

Section 9: On Call

Those employees who are required to be on call shall be compensated at a flat rate of \$15 per weekday, \$25 per weekend day (Saturday and Sunday), and \$25 per holiday the employee is required to be in an on-call capacity.

This compensation would be in addition to any overtime accrued for a call out during the on-call period pursuant to Section 4.

Section 10: Standby

Those employees who are required to field phone calls while off duty, who are not subject to on call requirements, will be compensated overtime for actual time in fifteen (15) minute intervals without overlap. The call must be approved by a supervisor.

ARTICLE 11 - WORKING OUT OF CLASSIFICATION

Section 1: Compensation for a temporary assignment

A minimum of one supervisor to include a sergeant or corporal, shall be required to be working each shift. Any sworn deputy covered by this Agreement who is required to accept the responsibilities of a sergeant or corporal for a shift, shall be paid a 5% differential on the deputy's base salary while serving as a sergeant or corporal. In the event the Sheriff appoints an employee to an acting position, the employee shall be given an additional 7% increase in base pay for all hours worked while serving in the acting position.

Section 2: No additional compensation for a Corporals supervision

The Parties acknowledge Corporals shall receive no additional compensation for an individual shift in the absence of a Sergeant.

Section 3: Extended temporary assignment

In the event a sworn deputy covered by this Agreement is required to accept the responsibilities of a sergeant or corporal for a period of thirty working days or longer (excluding when the deputy accepts the responsibilities of a sergeant or corporal as a result of the sergeant or corporal taking vacation, sick leave, Military Leave, FMLA, or workers compensation leave) a vacancy in the corporal or sergeant position may be declared and filled.

ARTICLE 12 - EXCHANGE OF TIME

Each employee covered by this Agreement may be allowed to exchange time or "swap" a shift whenever they are able to secure another employee to work in their place. Said "swap" shall be governed as follows:

1. Such "swaps" or exchanges are made only after prior approval of a supervisor.
2. Such substitution occurs within the same payroll period and does not impose additional cost on the Sheriff to the payment of salaries and wages in the form of overtime or otherwise.
3. The person in charge of the shift in which the substitution takes place be notified one day prior to it becoming effective, except in the case of an emergency, the notification may be made on a shorter term.

Management reserves the right to review, approve, or deny a swap.

ARTICLE 13 - WAGES

Section 1: Within-grade increase

For each fiscal year of this contract beginning with Fiscal Year 2024, employees will move one (1) step contingent, in accordance with Appendix A. This is conditioned on adequate County funding and the employee receiving a "meets standards" evaluation or better on their anniversary date.

Section 2: Performance review

In the event an employee receives less than a "meets standards" evaluation, they may have the evaluation reviewed by the next level of supervision. The decision of the next-level supervisor is final. Documented proof for the reason the employee did not receive "meets standards" must be recorded on the employee's evaluation.

The employee must successfully complete a performance improvement plan and "meet standards" to move or be promoted to the next step the following anniversary year.

Section 3: Cost of living increase

Additionally, at the beginning of each Fiscal Year, employees may also receive a cost-of-living increase determined by the Sheriff and contingent upon sufficient funding from the Board of County Commissioners.

Section 4: Field Training Officers

Employees who are assigned by the Sheriff to be Field Training Officers (FTO) will receive an incentive when actively serving as an FTO. In FY 2024 FTOs will receive \$35 per shift while having an assigned trainee during their shift. In FY 2025 FTOs will receive \$40 per shift while having an assigned trainee during their shift.

Section 5: Collateral Duty

FCSO employees are limited to one (1) collateral duty assignment specialty pay incentive. Employees in multiple specialized units will receive specialty pay for the unit is paid the greater amount. If an employee is removed from a collateral duty assignment, the employee will thereby lose their specialty pay for assignment within the same pay period they are removed.

Compensation is based on the contractual year of this agreement, not length of time within a collateral duty assignment. The compensation listed below is paid over 24-pay periods as follows:

	Duty	FY 24	FY 25	FY 26
1	CNT	\$500	\$600	\$700
2	CISM	\$500	\$600	\$700
3	Dive Team	\$600	\$650	\$700
4	ERT	\$800	\$900	\$1,000
5	Honor Guard	\$500	\$600	\$700
6	SWAT	\$1,100	\$1,200	\$1,300
7	CSOT	\$800	\$900	\$1,000
8	Booking	\$500	\$600	\$700

Section 6: Job titles and pay grades.

See Appendix A for list of job titles and pay grades.

Section 7: Wage modifications

Modifications outside the terms of this agreement, if any, will be subject to negotiations between the parties.

Section 8: Pay Parity

During this agreement should law enforcement receive a pay scale adjustment greater than what the employees covered by this agreement receive, the adjustment will be applied to those employees covered by this agreement.

The intent of this section is to ensure pay parity between the law enforcement and detention divisions.

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURES

Section 1: Matters Covered

A grievance is described as a dispute over the application, interpretation, or alleged violation of this Agreement. Discipline is not subject to the grievance procedures as it is covered by the appeals process outlined in the Flagler County Sheriff's Career Services Law, Chapter. 2000-482, Laws of Fla. In other matters an earnest effort shall be made to adjust such grievance immediately as outlined in this Article.

Section 2: Grievance process

1. Step 1: A Union representative and/or employee shall submit the grievance or dispute to their highest-ranking immediate supervisor within ten (10) calendar days of the date of the grievance of his knowledge of its occurrence. The highest-ranking immediate supervisor shall meet with the employee to attempt to adjust the matter and shall respond to the union official (employee) who filed the grievance within ten (10) calendar days.
2. Step 2: If the grievance has not been satisfactorily resolved, the employee or the Union may present said grievance, which must be in written form, to the employee's Commander within ten (10) calendar days after the response under Step 1 is received or due. The grievance must cite the appropriate Agreement Article alleged to have been violated. The employee's Commander shall conduct a meeting between themselves and the grievant at a mutually agreeable location. The grievant may be accompanied by a Union representative and/or counsel. The Commander shall respond in writing to the Union official or employee who filed the grievance within ten (10) calendar days after the meeting was held.
3. Step 3: If an employee finds the Commander's response unacceptable, the grievance shall be presented to the Sheriff or his designee, in writing, within ten (10) calendar days after the response from the Commander is due. Within ten (10) calendar days of receiving the grievance, the Sheriff or his designee shall conduct a meeting between himself and the grievant at a mutually agreeable location. The grievant may be accompanied at this meeting by a Union representative and/or counsel. The Sheriff or his designee shall respond in writing within ten (10) calendar days after the meeting was held.
4. Step 4: If the decision of the Sheriff or his designee is not acceptable to the employee, group of employees, or the Union, they may by written notice to the Sheriff, within thirty (30) calendar days of the receipt of the answer at Step 3, demand arbitration.

Section 3: Class Grievance

If the Union files a grievance in their own name on behalf of two or more employees, the grievance shall be initiated at Step 3 and be presented to the Sheriff of his/her designee, in writing, within ten (10) calendar days.

The class grievance should be filed within a reasonable amount of time after the basis of the grievance was known or should have been known. Within ten (10) calendar days of receiving the grievance, the Sheriff or his designee shall conduct a meeting between himself and the group of grievant(s) at a mutually agreeable location. The grievant(s) may be accompanied at this meeting by a Union representative and/or counsel. The Sheriff or his/her designee shall respond in writing within ten (10) calendar days after the meeting was held.

Section 4. Time limits

Any time limits set forth in this Article may be extended by mutual consent.

Section 5: Arbitration procedures

The Parties agree grievances arising under this Collective Bargaining agreement should be heard by an arbitrator within forty-five (45) days of the Union initiating the arbitration process.

The Parties shall request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators. Within five (5) days of receiving the new panel, the selection process shall begin. The Union shall have the right to strike the first name; the Sheriff shall then strike one name. The process shall be repeated, and the remaining person shall be the new permanent Arbitrator. Both parties shall make a reasonable attempt to commence arbitration within forty-five (45) days of the selection of the Arbitrator.

The Arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The Arbitrator shall submit in writing his/her findings of fact and recommendations to the Sheriff after the conclusion of testimony and argument.

The expense of the Arbitrator's services and the proceedings shall be borne by both parties equally. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and provides a copy without charge to the Arbitrator, if requested. If both parties request and/or obtain a copy of the transcript, the parties will split the cost of the transcript.

Section 6: Appeal

Should either party disagree with the Arbitrator's decision, recommendation(s) or their implementation they may appeal the decision to the Board of County Commissioners for final determination.

ARTICLE 15 - SENIORITY

Section 1: Establishing Seniority

Seniority in the Flagler County Sheriff's Office shall commence from the date of appointment as a regular full-time sworn employee of the Flagler County Sheriff's Office. Sergeants or Corporals who are promoted on the same day shall have their seniority determined by total length of service with the Flagler County Sheriff's Office.

Section 2: Continuity of Seniority

Seniority shall not be broken by vacation time, sick time, injury leave, temporary layoff, or a leave of absence as defined in this agreement not exceeding one (1) year.

Section 3: Break in Seniority

Seniority shall be broken by resignation and termination for just cause.

Section 4: Application of Seniority

When considering promotion, transfer, seniority shall be a consideration. In the event of a reduction in force, layoff, or abolition of position, seniority will be applied within their job classifications.

Section 5: Application of Seniority in scheduling vacation

Seniority shall be the determining factor in scheduling, vacations request, meal breaks.

ARTICLE 16 - EQUIPMENT

Section 1: Uniform Committee

The Sheriff shall form a uniform committee which shall consist of one (1) person from each division. If a committee is formed a union representative will be included. The committee will provide recommendations for uniforms and will only meet when changes to the uniform need to be addressed.

The Sheriff will provide employees with the appropriate uniforms and all equipment to perform their duties as deemed necessary by the Sheriff.

Section 2: Ballistic Protective Vests

The Sheriff will provide a ballistic protective vest upon request.

ARTICLE 17 - SICK LEAVE

Section 1: Accrual

Each permanent full-time employee will earn sick leave credit at a rate of eighty (80) hours per year or 3.08 hours per pay period. Sick leave will be credited to employees' accounts biweekly. Employees may accumulate sick leave without limitation. When an employee has used their accumulated sick leave balance to zero (0), he/she shall not again begin to accumulate sick leave until he/she has returned to full-time duty.

Section 2: Employees not eligible for benefits

Temporary or part-time employees shall not be entitled to sick leave benefits.

Section 3: Sick Leave use

Sick leave is earned; it's use is conditioned on the following:

1. Personal illness or disability over which the employee has no immediate control.
2. Illness of a member of the employee's immediate family. The following relationships shall be considered immediate family: Mother, Father, Foster parent, Stepparent, Brother, Sister, Wife, Husband, Son, Daughter, Foster child, Stepchild, Domestic Partners living as a family unit, grandchildren, and Grandparents.
3. Legal quarantine because of exposure to contagious disease.
4. Medical, dental, or optical appointments which cannot be arranged at a time other than during the employee's regular working hours.

To use sick leave for a family member, the employee must be in proximity to the place of illness (i.e., family member lives out of state, employee must be in attendance in the state where the sick relative resides). Additional situations may be granted by the Sheriff upon written request of the employee. It is agreed by both parties for the purposes of this Section, the illness must be of a serious nature to qualify for sick leave.

Section 4: Employee's responsibility

To be granted sick leave with pay, an employee must meet the following conditions:

1. Except in exceptional circumstances, when it is impossible to notify in advance, an employee must notify either his/her immediate supervisor or if the immediate supervisor is not on duty, notify on duty supervisor of the fact and reason for their absence at least one (1) hour prior to scheduled starting time.
2. The Sheriff may require a medical certificate for any sick leave more than three (3) consecutive workdays. The Sheriff may make an appropriate inquiry into any use of sick leave.

Section 5: Absences for periods less than a full work shift

Sick leave absences for a fractional part of a full work shift shall be charged at the rate of one-quarter (.25) hour.

Section 6: Extended illness or incapacitation

An employee will only be permitted to use sick leave credit which has been earned. Special cases involving extended illnesses or incapacities may result in the employees being allowed to use sick time donated to the employee by other employees through a sick leave bank.

Section 7: Separating employees

A bargaining unit employee who retires from the Sheriff with a minimum of twenty (20) years creditable service shall be paid out 25% of their accrued but unused sick leave up to a maximum of 500 hours. The sick leave credits of bargaining unit employees who leave the service of the Sheriff for any other reason shall be terminated on the last day such employee is actively employed by the Sheriff.

Section 8: Bereavement Leave.

Employees shall be granted time off with pay to arrange and/or attend funeral services in the event of death(s) in the immediately family. Employees attending a funeral shall receive five (5) days. Bereavement leave should be used within 30-days of the family members death. Employees requiring additional time off may use sick time or vacation time.

Immediate family shall be defined as: Mother, Father, Foster parent, Stepparent, Brother, Sister, Wife, Husband, Domestic Partners living as a family unit, Son, Daughter, Foster child, Stepchild, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law grandchildren and Grandparents. Additionally, employees who suffer a loss because of a miscarriage are eligible for Bereavement Leave.

ARTICLE 18 - LEAVE

Section 1: Vacation leave accrual

Each permanent full-time employee will be credited with vacation leave on their anniversary date according to the following schedule:

Years of Continuous	Hours of Vacation
On hire, after 90-days	60-hours
At the start of second year	120-hours
At the start of third year	132-hours
At the start of fifth year	144-hours
At the start of seventh year	156-hours
At the start of ninth year	168-hours
At the start of eleventh year	180-hours
At the start of thirteenth year	192-hours
At the start of fifteenth year	204-hours
At the start of seventeenth year	216-hours
At the start of nineteenth year	228-hours
At the start of twenty-first year	240-hours
At the start of twenty-third year	252-hours

Vacation leave must be used in the twelve (12) month period after it is credited. No vacation leave will be carried over from one twelve (12) month period to the next.

Section 2: Eligibility for Vacation Leave

An employee shall be eligible to use vacation leave at any time after such vacation leave has been credited to his account except at such time when a department's workload makes it impractical for such vacation leave to be granted.

Section 3: Consecutive days

Due to scheduling, one day vacation leave will be allowed as approved by the Sheriff. Each employee should take one (1) full week of vacation each year.

Section 4: Scheduling of vacation leave

Whenever possible, employees will be granted vacation leave at the time they desire. When scheduling vacation leave, consideration shall be given to longevity of service. There shall be no "blackout periods" for vacation leave.

Section 5: Buy back of vacation leave

Employees may obtain payment for up to one hundred (100) hours of unused vacation time each the employee's anniversary period.

Section 6: Personal leave

Each permanent full-time employee will be credited with thirty-six (36) hours of personal leave upon completion of ninety (90) days, then credited with thirty-six (36) hours of personal leave on each subsequent anniversary date. Personal leave must be used in the twelve (12) month period after it is credited. No personal leave will be carried over one twelve (12) month period to the next.

Section 7: Compensatory Time

Whenever possible, employees will be granted compensatory time leave in lieu of sick/annual leave. There shall be no "blackout periods" for compensatory time leave; however, the use of compensatory time leave cannot create a shortage and would require overtime to cover the employee's shift.

Section 8: Full hours to be charged

Vacation leave, compensatory time leave, including urgent leave, shall not be charged to employees' accounts in increments of less than one-quarter (.25) hour. Any absence for this purpose of less than one-quarter (.25) hour shall be charged as one-quarter (.25) hour.

Section 9: Separating employees

An employee who leaves the service of the Agency for any reason, including regular or disability retirement, shall be paid for unused earned vacation leave, up to a maximum of 252 hours. The official termination date shall be the last day of active employment and shall not be extended for the purpose of granting vacation leave.

ARTICLE 19 - HOLIDAY LEAVE

Section 1: Holiday schedule

The Flagler County Sheriff's Office shall observe the days listed below as paid holidays but reserves the right to schedule work on these days. The actual day of the holiday shall be a holiday for bargaining unit employees.

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Peace Officer Memorial Day
- All other days deemed a holiday by the Sheriff.

Section 2: Employees not scheduled to work a holiday

Employees not scheduled to work on the holiday shall be paid for the holiday at their pay rate equal to the number of hours the employee is normally scheduled to work.

Section 3: Use of sick leave

However, an employee calling in sick the day before or the day after a holiday shall not receive holiday pay.

Section 4: Scheduling work on holidays

The individual employee's Commander shall determine if an employee will be scheduled to work on a holiday.

ARTICLE 20 - EDUCATIONAL REIMBURSEMENT/INCENTIVE

Section 1: Conditions

The Sheriff agrees to encourage continued education in the field of police work. The Sheriff will reimburse tuition and book expense, less taxes to an employee at the average "state" rate (not to exceed the actual charge), upon completion of the course work as hereinafter set forth, under the following terms:

1. Employees must successfully complete their twelve (12) month probationary period to be eligible for tuition reimbursement.
2. Courses taken at an accredited college or university by employees working on an AA, AS, BA, BS, MA, MS or Doctorate in criminal justice, criminology, psychology, police science or other law enforcement related course. Employees will be eligible for reimbursement for only one (1) degree per level. It is recognized some courses will not be directly related to criminal justice, criminology, psychology, or police science but may be required as part of the degree program.
3. Criminal justice, criminology, psychology, or police science courses even though the employee may not be working toward a criminal degree.
4. Any course work other than listed in (a) or (b) above will be reimbursed at the sole discretion of the Sheriff only if the prior permission of the Sheriff is obtained before enrolling in the course.
5. To qualify for reimbursement, the employee must receive a "C" or better when working on an AA, AS, BA or BS degree and a "B" or better when working on a MA, MS, or Doctorate degree. If the employee is not working on a degree, the employee must receive a "C" or better to be entitled to reimbursement.
6. Reimbursement will be limited to the actual cost of tuition or the average state rate of tuition, whichever is less, and required books upon the submission of receipts for the tuition and books after meeting the grade requirements set forth above.
7. Participation in the tuition reimbursement program is totally voluntary on the part of the employee. The Sheriff's sole responsibility under this Article is the payment of tuition and book expense as provided herein.
8. An employee may take up to twenty-four (24) credit hours per year.
9. A request for reimbursement under this article must be made at the end of the semester in which the course is taken. Failure to submit a reimbursement request within sixty (60) days manner will result in a denial of the reimbursement request. Reimbursement will be made within sixty (60) days of submission of the complete packet.
10. Employees will be required to work a minimum of thirty-six (36) months after the completion of the most recent reimbursed course(s). If the employee elects not to fulfill this agreement, the cost of the educational assistance will have to be paid back in full and/or may be deducted from any monies due to the employee.

Section 2: Incentive Pay

Incentive pay for an AA degree will be \$15.00/\$30.00 per month; BA/BS will be \$40.00/\$80.00 per month.

Section 3: Mandatory retraining while on-duty

The Sheriff will offer employees covered by this agreement the opportunity to attain mandatory retraining while on duty. The Sheriff will supply the Union with the Criminal Justice Standards and Training Commission Report, which is supplied to the Sheriff by the Commission, which shows the compliance date for mandatory retraining. When an employee attends a course can count for mandatory retraining or career development, it is the employee's option on how the course is to be counted.

ARTICLE 21 – WORKERS' COMPENSATION

All workers' compensation premiums are to be paid by the Sheriff. An employee who is temporarily disabled because of an injury received in the course of employment with the Sheriff shall be entitled to be compensated as described herein and will be assigned to the Human Resources Section for Administrative purposes. Human Resources may assign the employee duties consistent with their medical restrictions.

During the first week (7 calendar days), the employee will receive their normal Sheriff paycheck. For the second through the twenty-sixth week of any compensable disability, such an employee shall receive eighty (80%) percent of their normal pay. The purpose and intent of these eighty (80%) percent payment is to provide an employee who sustains a compensable injury with an amount of pay approximates the employee's pre-injury normal pay after taxes. For this Section, the normal pay will be the amount of salary at eighty (80) hours, excluding overtime the employee was receiving immediately prior to their injury.

The Sheriff shall supplement the amount received from worker's compensation, so the employee receives the total eighty (80%) percent of normal pay payment. The payment under this Article will continue for a maximum total of twenty-six (26) weeks within the two (2) year period following the date of such injury or until the date of medical determination the employee will be unable to return to duty, whichever comes first. If such disability continues for more than a total of twenty-six (26) weeks within the two (2) year period following the date of injury of such injury or has been medically determined to be of a nature which prevents return to duty, the employee's eighty (80%) percent of normal pay shall be terminated at the end of said twenty-six (26) week period or date of medical determination such employee will be unable to return to duty within said period and the employee will retain his workers' compensation checks.

The Sheriff may, at its option, provide extensions beyond the twenty-six (26) week period limitation as outlined herein. At the termination of the twenty-six (26) week period or the termination of the extension period or upon a medical determination of a nature, which prevents the return to duty, the employee's right to compensation shall be governed by the Florida Workers' Compensation Law and by their entitlement to pension rights and other benefits, if any. Should changes in the Federal Withholding and FICA/Medicare regulations and laws regarding taxability of Workers' Compensation benefits be enacted, the parties will meet to discuss an appropriate adjustment to the eighty (80%) percent formula described in this Article.

After the first 26 weeks of disability, if an employee receiving temporary total or temporary partial weekly indemnity benefits desires to supplement workers' compensation to the eighty (80%) percent rate identified above with accrued but unused sick leave or vacation leave not to exceed eighty (80) hours, they may do so by advising the Human Resources Section. The employee's sick leave account and then vacation leave account will be charged the difference between the statutorily established workers' compensation and eighty (80%) percent of the employee's normal pay.

ARTICLE 22 - SAFETY AND HEALTH

Section 1: Inherent Risks

The Parties recognize there are inherent risks and hazards associated with a law enforcement position. The Sheriff agrees to lower where possible those hazards without infringing upon management's rights. The Union recognizes some risks can never be eliminated.

Section 2: Responsibilities

The Sheriff agrees with the County's cooperation, to furnish employees places and conditions of employment free from recognized hazards consistent with applicable laws, standards, and codes.

The Union agrees to cooperate with and assist the Sheriff in identifying and addressing issues so they may be corrected in a timely fashion.

Section 3: Safety rules

The Sheriff and Union insist on the observation of safe rules and safe procedures by employees and supervisors and insist on the correction of unsafe conditions. Failure of employees to comply may result in disciplinary action up to and including removal from service.

Section 4: Unsafe working conditions

If an employee believes he is being required to work under unsafe conditions, they shall (1) notify their immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Union may immediately notify the Sheriff; (3) file a grievance if no corrective action is taken.

Section 5: Safety equipment

Employees who work at jobs or in areas deemed by the Sheriff to be dangerous shall be required to wear safety devices and/or equipment as designated by office as necessary for their protection. Such devices and equipment will be provided by the Sheriff. When such equipment has been prescribed by the Sheriff pursuant to policy and procedure, it shall be furnished by the Sheriff at no cost to the employee. Failure or refusal of an employee to wear safety devices and use safety equipment shall be grounds for disciplinary action up to and including removal from service.

Section 6: Restricted Duty Assignments

At the Sheriff's discretion employees who are disabled from their regular duties due to a non-job-related injury or illness may be temporarily assigned to any available restricted duty assignments consistent with their medical restrictions.

ARTICLE 23 - MEDICAL COVERAGE

Section 1: Access to health insurance plan

The Sheriff will provide access to a health insurance plan in which an employee may elect to enroll themselves and/or qualified family members. The Sheriff will continue to provide "employee only" coverage at no cost to the employee. If changes in health insurance premium costs exceed 10% to the employee annually the Parties shall meet and discuss the impact.

As with all funding commitments within this Agreement the ability for the Sheriff to provide these options is contingent on being funded by the Board of County Commissioners.

Section 2. Catastrophic injury

Any employee who suffers a catastrophic physical injury in the line of duty shall have the entire premium of the Sheriff's health insurance plan paid for by the Sheriff in accordance with §112.19 Florida Statutes. The term "health insurance plan" does not include supplemental benefits not part of the basic group health insurance plan.

Section 3: Grandfathered insurance payment

The Sheriff shall continue to pay the seven hundred dollars (\$700.00) yearly insurance supplement for employees that were employed prior to October 1, 2004, until their retirement from the Agency.

ARTICLE 24 - COUNSELING

Section 1: Counseling for a significant event

Whenever any Flagler County Sheriffs employee is directly involved in an incident which severely impacts the employee's state of mind and they may not be fit for duty, the employee may be placed on "administrative leave" with pay by the Agency. The length of leave shall be at the discretion of the Agency. At the time of the incident, the employee involved is entitled to have a union representative accompany them. However, the Parties recognize the union representative may not be present for any examination or treatment consistent with HIPPA. In the event more than one employee is involved, then another union representative may accompany the employee.

Section 2: Fitness for duty

If, in the opinion of the psychologist or counselor, the employee is unfit to return to full active duty, the employee may be placed on light or administrative duty by the Sheriff until such time as the psychologist or counselor and the Sheriff certifies the employee is fit to return to full active duty.

Section 3: Employee Assistance Program

Participation in the voluntary Employee Assistance Program (EAP) counseling shall remain confidential.

ARTICLE 25 - LEAVE OF ABSENCE

With the written approval of the Sheriff, an employee may be granted leave of absence without pay for a specified period not to exceed one (1) year. Such leave of absence may only be granted when an employee possesses such exceptional skills, abilities, or specialized knowledge the Sheriff deems it in the best interest of the Sheriff to grant leave of absence and the privilege to return to the same position of employment at the end of the specified period of leave of absence. In such an event, the position temporarily vacated by the employee granted leave of absence may be filled by temporary appointment during the specified leave period.

ARTICLE 26 - FAMILY MEDICAL LEAVE

Section 1: Obligations

Both the employee's and the Sheriff's rights and obligations under the Family Medical Leave Act are determined by the statute and applicable regulations.

Section 2: Determination

In determining leave eligibility, the Sheriff will use a rolling twelve (12) month period measured backwards from the date leave is used. If an employee's sick leave exceeds five (5) consecutive business days, they will be required to start the FMLA process. As such the first day of the absence will be the start date of FMLA.

Leave under FMLA will run concurrently with any other paid leave, starting with sick leave, then vacation leave or any other leave whether paid or unpaid, during with the employee's medical benefits will continue if employee's portion of premiums is paid per pay period.

An employee who elects to use paid benefits rather than unpaid FMLA leave is required to use sick leave first and then vacation leave.

Section 3: Temporary assignment

An employee who is on FMLA leave will be assigned to the Human Resources Section for administrative purposes.

ARTICLE 27 - PROMOTIONS

All promotions in the Flagler County Sheriff's Office shall be based on merit and open competition consistent with the Flagler County Sheriff's Career Services Law, Chapter. 2000-482, Special Laws of Florida. See Attachment B

ARTICLE 28 - INTERNAL JOB APPLICATION PROCEDURES

1. Once a list has been exhausted, the Sheriff may publish the qualifications for all specialized positions. A list shall be valid for ninety (90) days. Qualification is at the sole discretion of the Sheriff and is not subject to the grievance process. Qualifications will contain a seniority component.
2. Employees may apply for any such position(s) they may qualify for when the Sheriff publishes the qualifications. The application period shall remain open for fourteen (14) calendar days. The Sheriff may make an exception for anyone on extended leave during the posting period.
3. The Sheriff will review applications and post a list of eligible employees in alphabetical order for assignments to the positions within thirty (30) days from the date the application period has expired. Assignments of employees to specialized positions will be from the list of eligible employees.
4. Except as agreed to herein, this article in no way violates the Sheriff's absolute right to assign work.

ARTICLE 29 - RETIREMENT SYSTEM

The Sheriff shall continue to make all payments required by law to the State Retirement System. The Sheriff shall make contributions to an alternative retirement plan if the employee is not eligible for FRS.

ARTICLE 30 - REIMBURSEMENT ACCOUNTS

1. The Sheriff shall establish reimbursement accounts pursuant to §125 of the IRS code.
2. Employees may establish medical reimbursement accounts to the extent permitted by law.
3. Employees may establish childcare reimbursement accounts to the extent permitted by law.
4. Contributions to reimbursement accounts shall be by twenty-four (24) equal payroll deductions throughout the year.
5. Should an employee terminate from the Sheriff's Office employment prior to the Agency collecting the contributions to the reimbursement accounts, the Sheriff shall withhold the amount from the employee's final paycheck.

ARTICLE 31 - DRUG TESTING

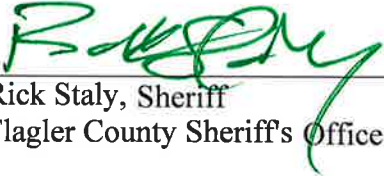
1. The Sheriff and Union agree to drug/alcohol testing of employees in accordance with §112.0455, Florida Statutes, Sheriff policy and the Drug Free Workplace Act.
2. All employees covered by this Agreement are subject to random drug/alcohol testing. The Sheriff may select up to 1/12 of the participating employees per month to drug test. Random testing may take place on any day of the month. An employee may be randomly tested for prohibited drugs as defined in policy and Florida States and/or on duty impairment or alcohol use on a random basis.
3. The Agency and union will confer and agree to utilize a randomization generator for the selection process.
4. The Sheriff will utilize the services of a third-party provider to perform all drug testing. The third-party provider utilized for drug testing shall be NIDA Certified. For drug testing, an initial and confirmatory test shall be used. For alcohol testing the Sheriff may choose to use existing Sheriff equipment for testing.
5. Employees will be given a date, time, and location to report for the testing. Testing will be completed during the employee's normal work schedule, or overtime will be given, as required by this Agreement, if required to report outside of normal work schedule.
6. Employees are prohibited from having present in their system any alcohol while on duty, working special details, while operating Sheriff vehicles or equipment, or after the employee is placed on "standby", "on-call", provided if an employee believes they have alcohol in their system, he shall advise the person seeking to place them on any such status and they shall not be placed on such status.
7. Employees shall only be tested for the drug related controlled substances are outlined §943 and FAC 11B-27. Said test and testing procedures shall be governed by §943 and FAC 11B-27.
8. When deemed appropriate and necessary for undercover criminal investigation, with approval of the Section Commander or above, an employee may be temporarily exempt from this Article as it relates to on-the-job possession and/or consumption of alcohol or the possession, purchase, and sale of controlled substances but only to the extent necessary.
9. The Sheriff shall have the right to test all employees in accordance with this Section based on reasonable suspicion of the use of prohibited drugs as defined in policy and Florida States and/or on duty impairment or alcohol use.

ARTICLE 32 - SEVERABILITY CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid, or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental Sheriff, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such an occurrence, the parties agree to meet within fifteen (15) days, and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE 33 - DURATION

This Agreement shall be in full force and effect from May 7, 2024, until September 30, 2026. The Parties agree the Union may request to open negotiations, which will be limited to wages beginning January 2025. Except as specified herein, no item or provision of the Agreement shall be a proper subject of negotiation during the term of this Agreement except by mutual approval of the parties.


Rick Staly, Sheriff
Flagler County Sheriff's Office


Brian Sheridan
Union President


Mike Scudiero
Executive Director

ATTACHMENT A – PAY GRADES/STEPS

POSITION	GRADE
DETENTION DEPUTY	17
DETENTION DEPUTY FIRST CLASS	18
DETENTION MASTER DEPUTY	19
DETENTION CORPORAL	19
DETENTION SERGEANT	20

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
17	-	-	-	-	-	\$52,885.51	\$53,880.62	\$54,875.45	\$55,910.38	\$56,965.82	\$58,042.16	\$59,139.83	\$60,259.24	\$61,400.82	\$62,565.02	\$63,752.29	\$64,963.07	\$66,197.84	\$67,457.07	\$68,741.24	\$70,050.86	\$71,386.41	\$72,748.43	\$74,137.42	\$75,553.94
18	-	-	-	-	-	\$56,295.13	\$57,358.18	\$58,442.30	\$59,547.89	\$60,675.38	\$61,825.21	\$62,997.82	\$64,193.66	\$65,413.18	\$66,656.87	\$67,925.19	\$69,218.64	\$70,537.71	\$71,882.91	\$73,254.77	\$74,653.79	\$76,080.53	\$77,535.54	\$79,019.37	\$80,532.59
19	-	-	-	-	-	\$59,964.85	\$61,100.61	\$62,258.86	\$63,440.06	\$64,644.66	\$65,873.12	\$67,125.91	\$68,403.53	\$69,706.45	\$71,035.19	\$72,390.24	\$73,772.14	\$75,181.42	\$76,618.61	\$78,084.28	\$79,578.98	\$81,103.29	\$82,657.80	\$84,243.10	\$85,859.80
20	-	-	-	-	-	\$63,891.44	\$65,104.98	\$66,342.56	\$67,604.65	\$68,891.75	\$70,204.35	\$71,542.95	\$72,908.06	\$74,300.22	\$75,719.96	\$77,167.82	\$78,644.37	\$80,150.16	\$81,685.79	\$83,251.83	\$84,848.90	\$86,477.61	\$88,138.58	\$89,832.45	\$91,559.89

ATTACHMENT B – EXCERPTS FROM §2000- 482, SPECIAL LAWS OF FLORIDA REGARDING PROMOTIONS

Section 4. Promotional testing - Promotional eligibility tests will be held as needed.

- (1) Notice of this test will be distributed throughout all divisions of the department by bulletin board a minimum of 30 days in advance of the date of the test.
- (2) Each member/appointee wishing to take the test must apply to his or her division director through the chain of command and must have been with this agency in a full-time capacity for a minimum of 2 years.
- (3) Each member/appointee who has applied to go before an oral review board will be required to have taken a written examination and met the minimum passing score of 75 percent to be eligible for an interview.
- (4) Promotional examinations shall be given on an as needed basis and the passing of such examination shall be valid for a period of 2 years.

Section 5. Notice of opportunity - Whenever an opportunity for promotion is available within the Sheriff's office, a notice to all members will be published by the Sheriff's office.

- (1) This notice will be distributed throughout all divisions of the agency by bulletin board a minimum of 15 days in advance of the date of the oral review board.
- (2) The responsibility of the publication and posting of said notice shall be initiated by the Sheriff to the director of the division in which the vacancy occurs.

Section 6. Applications for promotion — Upon posting of a notice of opportunity, each member requesting consideration must apply by memorandum through the chain of command to the director of the division of which he or she is a member/appointee.

- (1) The division director of the applicant will either approve or disapprove the application based on the member/appointee's eligibility as specified in this act.
- (2) If the vacancy is in a division other than that of the applying member/appointee and the application is approved, the division director will submit the application to the director of the division in which the vacancy occurs.

Section 7. Promotional oral review board — All eligible members/appointees applying for the position shall have the right to attend an oral review board on the date and at the time selected by the board.

- (1) The oral review board shall have access to each applicant's personnel file.
- (2) The oral review board shall make a written recommendation to the Sheriff of the top three applicants, chosen by majority vote of the board,

within 3 calendar days after the interviews.

(3) The list will be in alphabetical order and signed by all five board members.

Section 8. Oral review board membership selection — Each oral review board shall be comprised of five members as follows:

(1) SERGEANT'S PROMOTIONAL BOARD.—

(a) One Lieutenant selected by the Sheriff from the division in which the vacancy occurs.

(b) One Sergeant from any other division selected by the majority organization of agency members/appointees such as the Fraternal Order of Police or the Police Benevolent Association. It shall be the responsibility of the representative organization to provide the Sheriff with documentary proof of such majority.

(c) These two members will select a non-ranking member/appointee from the division in which the vacancy occurs.

(d) These three members will select a member/appointee from any rank from any division.

(e) These four members will select an individual from a list of qualified persons furnished by the Sheriff.

(f) The board chair is to be elected by a majority vote of the board members. All board members will have equal vote in all actions of the board.

Section 9. Final selection for promotion - The final selection for the promotion will be made by the Sheriff from the top three applicants recommended by the oral review board.

Section 10. Promotional eligibility list.—

(1) Individuals who have passed the written portion of the examination will remain on the promotional eligibility list for a period of 2 years. During this time, they will not be required to pass another written examination.

(2) Individuals who have been placed on the "top three" list by an oral review board, but not selected for promotion, will remain eligible for similar promotion for a period of 3 months.

Section 11. Minimum requirements for promotion.—Minimum requirements for ranks currently established in accordance with the Career Service Act are as follows:

(1) To be eligible for promotion to the rank of Sergeant, an applicant:

(a) Shall be certified by minimum state law requirements, if applicable, in the field in which the vacancy occurs.

(b) Shall meet departmental guidelines for specialized functions.

(c) Shall have completed a minimum 3 years' service with the Sheriff's office prior to filing application for promotion.

(d) In the event there are less than three eligible persons for the rank of Sergeant, persons with 2 years' service to the department may apply.

(e) If the position is certified, the applicant shall have met qualification

standards on the firearms range within the previous 12 months.

(2) To be eligible for promotion to the rank of Lieutenant, an applicant:

(a) Shall have held the minimum rank of Sergeant for 12 months after probation.

(b) Shall be certified by minimum state law requirements, if applicable, in the field in which the vacancy occurs and shall meet agency guidelines for specialized functions.

(c) If the position is certified, the applicant must have met qualification standards on the firearms range within the previous 12 months.

(d) In the event an insufficient number of eligible persons meet the guidelines set forth in paragraphs (a)-(c), the applications may be opened up to next lower rank requirements.