AGREEMENT

BETWEEN

FLAGLER COUNTY SHERIFF'S OFFICE

and the

COASTAL FLORIDA PUBLIC EMPLOYEES ASSOCIATION

(SUPPORT PERSONNEL)

December 1, 2018 – September 30, 2021

TABLE OF CONTENTS

		PAGE
ARTICLE 1	Bargaining Unit – Definitions	1
ARTICLE 2	Union Business	2
ARTICLE 3	Management Rights	5
ARTICLE 4	Employee Rights	8
ARTICLE 5	Disciplinary Action	11
ARTICLE 6	No Strike Clause	18
ARTICLE 7	Stability of Agreement	19
ARTICLE 8	Adherence to Law	20
ARTICLE 9	Hours of Duty and Work Schedule	21
ARTICLE 10	Overtime	22
ARTICLE 11	Working out of Classification	25
ARTICLE 12	Exchange of Time	27
ARTICLE 13	Wages	28
ARTICLE 14	Working Off Duty	30
ARTICLE 15	Grievance and Arbitration Procedures	32
ARTICLE 16	Seniority	35
ARTICLE 17	Equipment	36
ARTICLE 18	Sick Leave	37
ARTICLE 19	Leave	40
ARTICLE 20	Holiday Leave	43
ARTICLE 21	Educational Reimbursement/Incentive	45
ARTICLE 22	Workers' Compensation	48

ARTICLE 23	Safety and Health	50
ARTICLE 24	Medical Coverage	52
ARTICLE 25	Counseling	53
ARTICLE 26	Leave of Absence	54
ARTICLE 27	Promotions	56
ARTICLE 28	Job Assignments	58
ARTICLE 29	Retirement System	59
ARTICLE 30	Reimbursement Accounts	60
ARTICLE 31	Severability Clause	61
ARTICLE 32	Drug Testing	62
	Duration	64
APPENDIX A	Step Matrix	
APPENDIX B	Position Grades	
APPENDIX C	Off Duty Rates	

ARTICLE 1

BARGAINING UNIT - DEFINITIONS

Section 1: Bargaining Unit

The Flagler County Sheriff (hereinafter "Agency") recognizes the Coastal Florida Public Employees Association (hereinafter "Union") as the exclusive bargaining representative , as certified by the State of Florida Public Employees Relations Commission, certification number 1331 for the unit of support personnel of the Flagler County Sheriff's Office.

Section 2: Definitions

A. Employee - Except as herein otherwise defined wherever the term "employee" is used in this Agreement, it shall mean full-time regular employees with the bargaining unit as heretofore described.

B. Crucial Employees - Crucial positions require personnel to be present 24 hours a day, 365 days a year. For example, Community Policing personnel, Communications personnel, and Detention personnel assigned to a shift who perform those core duties.

C. The term "Sheriff" shall mean the Sheriff or the appointed Acting Sheriff.

ARTICLE 2

UNION BUSINESS

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

It is understood that this provision will provide for twenty-six (26) bi-weekly deductions per year for all employees. The Employer will remit to the Union such sums within thirty (30) days. Changes in Union membership dues rate will be certified to the Employer in writing and shall be done at least thirty (30) days in advance of the effective date of such change. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

The Union will indemnify, defend and hold the Employer harmless against any claim and against any suit instituted against the Employer 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 that payroll period, after deductions, are less than the amount of dues to be deducted.

Section 1: Negotiating Committee

Employees who are members of the Union negotiating committee, not more than three (3) in number, shall suffer no loss of pay or benefits in order to attend all scheduled meetings with representatives of the Employer 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 2: Employee Representatives

A formal notification will be provided to Human Resources with the names of those unit representatives. A Unit representative shall be granted reasonable time off if necessary during working hours without the loss of pay or other benefits, in order to resolve grievances expeditiously. Said time shall be requested of the Sheriff or his designee, who shall not withhold permission for more than twenty-four (24) hours, except in the case of an emergency.

Section 3: Board Leave

If a member of the bargaining unit holds a position within the Union of Employee Representative, they will be granted up to eight (8) hours a month of administrative leave with pay to attend to grievances, contract negotiations, disciplinary hearings, crash review boards, or Board of Director meetings.

Under no circumstances will employees be paid by the Agency to participate in the labor activity of another agency.

Section 4: Intranet Tab

The Union shall have the use of a tab on the agency intranet, for positing notices, which shall not be of political or controversial nature. The most current versions of all bargaining unit contracts will also be accessible under the intranet tab.

1. Copies of all notices shall be submitted, via email, to the agency designee prior to it being posted. If the agency designee feels that the notice is of a controversial nature, the Union agrees to rewrite it in such a way that it would not be of controversial nature.

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

Section 5: Union Meetings

The agency hereby agrees that the Union will have the right to use a room at one of the agencies facilities, for the purpose of union meetings. The room must be scheduled in advance with the training unit, and its use by the Union will be limited by other needs.

Section 6: Agency Email System

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

ARTICLE 3

MANAGEMENT RIGHTS

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

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

(a) To determine the organization of Sheriff's operations.

(b) To determine the purpose of each of its constituent departments or subdivisions.

(c) To exercise control and discretion over the organization and efficiency of operations of the Sheriff.

(d) To set standards of productivity and for the services to be rendered.

(e) To manage and direct the employees and appointees of the Sheriff.

(f) 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.

(g) 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 that are not in conflict with this agreement.

(h) To determine the location, methods, means and personnel by which operations are to be conducted.

(i) To determine the number of employees and appointees of the Sheriff's Office.

(j) To establish, change, modify, expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, service or project.

(k) To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.

(l) To establish, implement and maintain an effective internal security practice.

(m) To set dress code, uniform standards, and to select safety equipment and vehicles.

(n) To approve or disapprove time off from work or leave without pay.

(o) To use independent contractors to perform work or services; to subcontract, contract out, close down or relocate the Sheriff's operations or portions thereof.

(p) To control and regulate the use of Sheriff's vehicles, weapons, facilities, equipment, and other property of the Sheriff.

(q) To establish, change, combine or modify the duties, tasks, responsibilities, or requirements within position descriptions, and policies, rules and regulations of the Sheriff.

(r) To promulgate and enforce the Sheriff's policies and procedures manual and those policies required to comply with accreditation standards or recommendations.

(s) 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 that the wage rates and monetary fringe benefits shall not be suspended, and grievances may be filed after the emergency over actions taken during the emergency.

(t) 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 that no change to wages, hours and terms and conditions of employment may be made by the Sheriff without meeting all requirements of Federal or Florida Statutes. The Sheriff acknowledges that the language in this Article is not a waiver of any of the Association'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:

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 that 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 in regard to employment or condition of employment in order to encourage or discourage membership in the Union.
4. 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 will not refuse to meet, negotiate or confirm proper matters with employee 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 the 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:

The Sheriff agrees not to interfere with the Association in obtaining all rights of public employees contained within Florida Statue, chapter 447 for those employees covered by this Agreement.

Section 3:

Bargaining unit employees may be assigned a Sheriff's vehicle for use in accordance with current Agency Policy as amended by the Sheriff from time to time; provided, however, that assignment of a vehicle shall be considered a privilege and not a right. The Sheriff reserves the right to suspend and/or remove this privilege. The decision to remove this privilege shall not be subject to the grievance procedure set forth in this Agreement unless the privilege is taken away as a disciplinary matter. The vehicle must be used in compliance with Agency policy. Employees shall continue to be entitled to take their assigned vehicle home at no cost if they reside within Flagler County, or if the employee resides within 10 air miles from the nearest county line. Employees residing outside of the 10 air miles, in a touching county (Volusia, St. Johns, or Putnam), will be able to take their assigned vehicles home at a cost of $20 per pay period. Employees assigned to specialized units who are currently taking assigned vehicles home outside of the 10 air miles shall continue to do so.

Section 4:

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

Section 5

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 10 working days.

ARTICLE 5

DISCIPLINARY ACTION

Section 1:

No employee of the Sheriff's Office as defined in Article 1, Section 2(A) shall be removed, dismissed, discharged, demoted, suspended or reprimanded except for just cause.

Section 2:

Whenever an employee is under investigation and subject to interrogation by any employee of the Agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required or agreed upon between the parties. The Sheriff shall make every effort to complete the investigation within 180 days.

(b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, police unit, or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(c) Before the interrogation shall take place, the employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the

interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

(d) The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he or she shall be informed of the name of all complainants.

(e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

(f) The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

(g) The formal interrogation of an employee, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated employee, a copy of any such recording of the interrogation session must be made available to the interrogated employee no later than 72 hours, excluding holidays and weekends, following said interrogation.

(h) If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights prior to the commencement of the interrogation.

(i) Any employee under investigation, shall have the right to be represented by counsel and/or any other representative of his or her choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement or correctional service.

(i) No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any law enforcement officer or correctional officer unless such law enforcement officer or correctional officer is notified of the action and the reason or reasons therefore prior to the effective date of such action.

(j) No law enforcement officer or correctional officer shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his or her employment or appointment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by this part.

(k) A complaint filed against a law enforcement officer or correctional officer with a law enforcement agency or correctional agency and all information obtained pursuant to the investigation by the agency of such complaint shall be confidential and exempt from the provisions of s. 119.07(1) until the investigation ceases to be active, or until the agency head or the agency head's designee provides written notice to the officer who is the subject of the complaint, either personally or by mail, that the agency has either:

1. Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or
2. Concluded the investigation with a finding to proceed with disciplinary action or

to file charges.

(m) The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.

(n) The findings of any internal investigations shall be labeled "sustained" (guilty as charged), the investigation disclosed sufficient evidence to clearly provide the allegations made in the complaint; or "not sustained" (not guilty), the investigation fails to discover sufficient evidence to clearly prove or disprove the allegations made in the complaint; "exonerated", acts did occur, but were justified, lawful, and proper or "unfounded", the investigation indicates that the act(s) complained of did not occur or failed to involve Agency personnel. No other terminology may be used.

(o) Any questioning that is not going to lead to discipline is not considered interrogation as defined in the Law Enforcement Officer's Bill of Rights.

(p) Any verbal corrective actions, written counselings, and written reprimands are not considered discipline and therefore are not grievable. However, an employee may seek a review to the next level of supervision. Verbal corrective actions, written counselings and written reprimands will be purged after one year.

Section 3:

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.

Section 4:

Any questioning of an employee shall be conducted by an employee who is certified as to how to conduct internal affairs interviews. Any employee assigned by the Sheriff or designee to investigate an employee shall remain in the bargaining unit and will not be excluded based on a conflict of interest or confidential status.

Section 5:

A copy of any disciplinary action will be given to the employee being disciplined. The employee will sign the form to acknowledge receipt. A copy will be placed in the employee's file. An employee has the right to prepare a written response to any written reprimand. The response will be placed in the employee's file.

Section 6:

Employees are entitled to inspect and copy their personnel files and any internal investigation files not confidential by law. Upon request of the employee, the employer agrees to furnish these records and documents to the employee at no cost to the employee. The employer will supply these documents within 24 hours of the request excluding holidays and weekends.

Section 7:

Throughout all disciplinary investigations, each employee shall be presumed to be innocent.

Section 8:

Proposed penalties resulting from an internal investigation may not be implemented until the employee has exhausted their administrative remedies in accordance with Article 15 of this Agreement. The Agency may immediately suspend an employee without pay if they are arrested for any criminal act. All employee benefits (sick leave, insurance payments, etc.) will continue to be paid by the Agency during this suspension. In the event that the criminal investigation concludes with a determination that the suspended employee under investigation is exonerated or the case is unfounded, the employee shall be back paid in full for all wages lost during the suspension. An employee under suspension without pay in the above circumstances may elect to use his or her accrued vacation time as salary during the suspension with the same consideration of reloading used vacation time should the case be unfounded or the employee exonerated.

Section 9:

Suspensions will not become effective until the employee has exhausted the appeal of their grievance in accordance with Article 15 of this Agreement or until the time period for such appeal has expired. However, immediately upon the decision to suspend an employee, the Flagler County Sheriff's Office will deduct hours equal to the time suspended from the employee's personal leave or vacation leave accounts pending the outcome of the appeals referenced above. In the event the employee does not have a sufficient number of personal leave or vacation leave hours on the books, the Flagler County Sheriff's Office will deduct all future accruals until such time as hours equal to the suspension have been deducted. If the employee prevails in the appeal process, personal leave or vacation leave deducted will be returned to the employee. If

the employee does not prevail in an appeal or does not utilize the appeal process, the Flagler County Sheriff's Office will determine if the unpaid suspension is to be enforced or if the forfeited personal leave or vacation hours will serve as the permanent discipline.

ARTICLE 6

NO STRIKE CLAUSE

The union agrees to disavow any strike or work slowdown that is in violation of Florida Statute 447.505.

ARTICLE 7

STABILITY OF AGREEMENT

Section 1:

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:

The failure of the Agency 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 Employer or of the Union to future performance of any such item or condition, and the obligation of the Employer and the Union to such future performance shall continue in full force and effect.

Section 3:

All rules, regulations, policies and procedures of the Employer 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 Employer.

ARTICLE 8

ADHERENCE TO LAW

The Employer 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:

The Agency elects to utilize the seven (7) day workweek; however the pay period shall consist of fourteen (14) days.

Section 2:

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 PEA.

Section 3:

Dispatch employees shall rotate on a three month rotation unless otherwise agreed to by the Sheriff and PEA. The intent of the parties is for Dispatch 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.

Section 4:

The Employer will notify employees fourteen (14) days in advance of a permanent change in assignments. This will not prevent the Employer from making temporary changes due to manpower shortages, coverage requirements, emergencies, etc.

Section 5:

In the event employees are activated in an emergency capacity, as deemed by the Sheriff or designee, which causes a modification to their normal work schedule, the employer will provide the employee with specifics to how the modification will impact them, and/or the compensation for it (if any), in writing.

ARTICLE 10

OVERTIME

Section 1:

The Agency elects to operate under 29 U.S.C. Section 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 forty (40) hour 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:

Hours worked in excess of forty (40) hours per week 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 the numbers of hours worked at the employee's option for any hours worked in excess of forty (40) hours per week. 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. Nothing in this Agreement shall be construed to guarantee any bargaining unit employee any minimum number of hours worked in a work period.

Section 3:

Any employee required by the Agency to attend any 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 Agency. Five dollars ($5.00) (or the

current Florida Statutorily authorized fee) or other witness fees will be turned over to the Agency.

Section 4:

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

Section 5:

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 work day, the employee shall be paid for either their scheduled hours or the actual hours in actual training, whichever is greater. If the approved training is scheduled on a day that 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 so as not to create overtime, however, such adjustments does not allow the Sheriff to force an employee to take flex time.

Section 6:

Administrative leave without pay shall not be counted in determining overtime. However, vacation leave, military leave, compensatory leave, personal leave, and holiday leave will count as time worked for determining overtime.

Section 7:

Those employees who are required to be on call shall be compensated at a flat rate of $10 per week day, $20 per weekend day (Saturday and Sunday), and $20 per holiday that 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 8:

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:

In the event of a dispatch supervisor vacancy, any qualified communications officers, who have been assigned as the acting supervisor, may be assigned as the supervisor. Any qualified communications officer, who is required to accept the responsibilities of a supervisor for a shift, shall be paid a 5% differential on the communications officer's base salary while serving as a supervisor.

In the event of a supervisor vacancy, outside of communications, the senior employee of that division may be assigned as the supervisor and be required to accept the responsibilities of the supervisor. A 5% differential on the employee's base salary while serving as a supervisor will be paid.

Section 2:

In the event the Sheriff appoints any employee to an acting supervisor position, the employee shall be given an additional 7% increase in base pay for all hours worked while serving in the acting supervisor position.

Section 3:

In the event any employee is required to accept the responsibilities of a supervisor for a period of thirty working days or longer (excluding when the employee accepts the responsibilities of a supervisor as a result of the supervisor taking vacation, sick leave or workers compensation leave) a vacancy in the supervisor position shall be declared and filled pursuant to the requirements of Article 28 of this Agreement.

Section 4:

Except in case of an emergency, employees shall not be required to perform work not included in the employee's position description.

Section 5:

Employees regularly required to perform a specific duty which is not included in the HR position description, may request, in writing through chain of command, a desk audit. Written findings will be returned to the employee within 30 (thirty) calendar days, including salary adjustment and/or change in grade, along with the modification to the position description, or an explanation as to why adjustments are not warranted.

ARTICLE 12

EXCHANGE OF TIME

Each employee in the bargaining unit will 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 pay week of the pay period and does not impose additional cost on the Agency with regard 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 its becoming effective, except in the case of an emergency, the notification may be made on a shorter term.
4. Approval of swaps will normally be made if the "swap" is for a justifiable reason. The Division will have the authority to deny swaps.

ARTICLE 13

WAGES

1. For each fiscal year of this contract beginning with Fiscal Year 2018-2019, employees will move one (1) step contingent, in accordance with Appendix A, upon adequate county funding and contingent upon the employee receiving a "meets standards" evaluation or better on their anniversary date. The base salaries are equivalent to step 1. The first step increase is on your second anniversary (the start of your 3rd year) to step 2.

2. 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 that the employee did not receive "meets standards" must be recorded on the employees evaluation. The employee must successfully complete a performance improvement plan and "meet standards" to move to the correct step.

3. If an employee receives a promotion or change in job within the Agency that falls under a different pay grade, the employee's salary will be adjusted accordingly, based on the new pay grade. The employee will be placed at the closest step in the new pay grade to ensure no loss of wages occurs. The employee may negotiate for additional steps with union consent.

4. Additionally, at the beginning of each Fiscal Year, bargaining unit employees may also receive a cost of living increase contingent upon sufficient funding from the Board of County Commissioners.

5. Employees who are assigned by the Sheriff to be Communications Training Officers

and serve in that capacity full-time shall be given an incentive of $2,000 on a yearly basis. Employees assigned to be Communications Training Officers on a part-time basis will receive an incentive of $83.33 per pay period when actively serving in that capacity. Incentive pay is only included in 24 pay periods.

6. All future increases beyond the term of this agreement, if any, will be subject to negotiations between the parties.

7. See Appendix B for list of job titles and pay grades.

ARTICLE 14

WORKING OFF DUTY

An employee can work off duty in uniform and with a department vehicle under the following conditions:

(A) The off duty work must be approved in advance by the Sheriff or his designee. Approval for off duty work will not be unreasonably withheld.

(B) The hourly rate to be charged any person or organization desiring to contract with a uniformed Deputy will be established by the Sheriff in consultation with the Union; provided that the hourly rate charged such persons or organization for a deputy will be modified at the request of the Union if the purpose of the request is to compete with the City Police Departments or Florida Highway Patrol for available work.

(C) Employees shall be entitled to a three-hour minimum on any such assignment.

(D) It is agreed that any such work is solely for the benefit of the individual employee and is totally voluntary on the part of the employee. Any off duty work under this Article will not be considered as time worked for the Agency and will not be counted as time worked for overtime purposes.

(E) The hourly rate for such services to be to be received by the Sheriff shall be no less than $40 per hour and the amount received by the employee shall be no less than $30 per hour; provided, however, that these rates shall become effective upon ratification of this Agreement. Should the Sheriff negotiate rates higher than the minimum the employee shall receive the higher rate less administrative costs.

(F) See Appendix C for Off Duty Rates.

ARTICLE 15

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. An earnest effort shall be made to adjust such grievance immediately as outlined in this Article. Newly hired probationary employees disciplinary grievances cannot exceed step 3 of this article.

Section 2: Steps in Grievance Procedure

Grievances shall be processed as follows:

Step 1: The Unit representative, PEA Officer 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.

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 Division Head within ten (10) calendar days after the response under Step 1 is received or due. The grievance must cite the appropriate Agreement Article that is being violated. The Division Head 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 Division Head shall respond in writing to the Union official or employee who filed the grievance within ten (10) calendar days after the meeting was held.

Step 3: If an employee finds the Division Head'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 Division Head is due Within ten (10) calendar days of receiving the grievance, the Sheriff or his designee shall conduct a meeting between the grievant and the Sheriff or his designee 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.

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 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 grievants at a mutually agreeable location. The group of grievants 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.

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 binding-arbitration.

Section 3:

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

Section 4:

The parties agree that disciplinary grievances arising under this Collective Bargaining agreement shall be heard by an arbitrator within forty-five (45) days of the Coastal Florida Public Employee Association 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 Employer 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 decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall submit in writing his findings of fact and decision after the conclusion of testimony and argument.

The expense of the Arbitrator's services and the proceedings shall be borne by the losing party or by both parties in the event of a compromise solution as determined by the Arbitrator. 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 or obtain a copy of the transcript, the parties will split the cost of the transcript.

ARTICLE 16

SENIORITY

Section 1:

In regard to promotion, transfer, increase or decrease in the working force, seniority of an employee shall be determined by this Agreement.

Section 2:

Seniority in the Flagler County Sheriff's Office shall commence from the date of appointment as a regular full-time employee of the Flagler County Sheriff's Office. Employees 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 3:

Seniority shall not be broken by vacation time, sick time, injury leave, temporary layoff not excess of one year, or leave of absence as defined in this Agreement.

Section 4:

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

Section 5:

In the event of a reduction in force, layoff or abolition of position, layoff shall be in reverse order of hiring and recall by seniority within classification.

Section 6:

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

ARTICLE 17

EQUIPMENT

Section 1:

The employer will provide uniformed employees complete uniforms and all equipment to perform their duties as deemed necessary by the Agency. Uniformed civilian employees are those who are assigned to the Court and Detention Services Division, and those who are assigned to the Organizational Services Division and have direct contact with the public (Public Service Officers). All other civilians have the option to request uniforms or adhere to the business attire guidelines set forth by the agency. If you request uniforms, they must be worn.

Section 2:

Civilian employees that participate in the charity payroll deduction are permitted to wear jeans on Fridays, in accordance with the guidelines set forth by the Agency.

Section 3:

All employees will be required to pay taxes on their uniforms according to IRS Regulation 1.62-2(c) because uniforms are considered a taxable fringe benefit.

ARTICLE 18

SICK LEAVE

Section 1: Sick Leave Accrual

Each full-time regular employee will earn sick leave credit at a rate of eighty (80) hours per year. Employees may accumulate sick leave without limitation. When an employee has used their accumulated sick leave so as to have reduced their 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. Sick leave will be credited to employees' accounts biweekly.

Section 2: Employees Not Eligible for Benefits

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

Section 3:

Sick leave is an earned privilege, which shall be allowed only for the following cause:

a. Personal illness or disability over which the employee has no immediate control.

b. Illness of a member of the employee's immediate family. The following relationships shall be considered immediate family: Mother, Father, Foster parent, Step parent, Brother, Sister, Wife, Husband, Son, Daughter, Foster child, Step Child, Domestic Partners living as a family unit ~~persons~~, grandchildren and Grandparents. Additional situations may be granted by the Sheriff upon written request of the employee. In order to receive sick leave, the employee must be in attendance at 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). It is agreed by both parties that for the purposes of this Section, the illness must be of a serious nature in order to qualify for sick leave.

c. Legal quarantine because of exposure to contagious disease.

d. Medical, dental or optical appointments which cannot be arranged at a time other than during the employee's regular working hours.

Section 4: Responsibility of Employee Taking Sick Leave

In order to be granted sick leave with pay, an employee must meet the following conditions:

a. Except in exceptional circumstances, when it is impossible to notify in advance, an employee must notify either the Duty Supervisor or Watch Commander at least one hour prior to scheduled starting time.

b. When required by his department head, an employee shall submit a medical certificate from a physician or dentist certifying to the reason for the employee's absence from work. The Sheriff may require a medical certificate for any sick leave in excess of three (3) consecutive work days. The Sheriff may make an appropriate inquiry into any use of sick leave.

Section 5: Absences for Periods Less Than Full Work Shift

Sick leave absences for a fractional part of a full work shift shall be charged to the nearest half hour except not in an amount less than one-quarter (.25) hour.

Section 6: Extended Illness or Incapacities

An employee will only be permitted to use that 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: Terminating Employees

A bargaining unit employee who retires from the Agency 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 Agency for any other reason shall be terminated on the last day that such employee is actively employed by the Agency.

Section 8: Bereavement Leave.

All employees shall be granted time off with pay to arrange and/or attend funeral services in the event of death(s) in the immediate family. Employees attending a funeral in state shall receive three (3) days and employees attending a funeral out of state shall receive five (5) days, within one hundred eighty (180) days of the death. Employees requiring additional time off may use sick time or vacation time. Immediate family shall be defined as: Mother, Father, Foster parent, Step parent, Brother, Sister, Wife, Husband, Domestic Partners living as a family unit, Son, Daughter, Foster child, Step child, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, grandchildren and Grandparents. Additional situations may be granted by the Sheriff upon written request of the employee.

ARTICLE 19

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

Vacation leave must be used in the 12-month period after it is credited. No vacation leave will be carried over from one twelve 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 work load 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 or designee. Each employee should take at least one (1) full week of vacation at one time 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 Time

Employees may obtain payment for up to one hundred (100) hours of vacation time each fiscal year.

Section 6: Personal Leave Days

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 leave

Whenever possible, employees will be granted compensatory time leave at any time they desire. When scheduling compensatory time leave, consideration shall be given to longevity of service. There shall be no "blackout periods" for compensatory time leave. The taking of compensatory time leave cannot cause a shortage that would require overtime to cover the employee's shift.

Section 8: Terminating 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.

Section 9: 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.

ARTICLE 20

HOLIDAY LEAVE

Section 1:

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 Officers Memorial Day

All other days deemed a holiday by the Sheriff.

Section 2:

Any employee who is scheduled to work on an observed holiday and does work on that holiday will receive time and one half 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.

Section 3: Employees Not Scheduled to Work Holiday

Employees not scheduled to work on the holiday shall receive holiday pay equal to the number of hours the employee is normally scheduled to work. Non crucial employees shall not be assigned to work on holidays, unless directed by job assignment.

ARTICLE 21

EDUCATIONAL REIMBURSEMENT/INCENTIVE

Section 1:

The Agency agrees to encourage continued education in the field of police work. The Agency will reimburse tuition and book expense to an employee at the "state" rate, upon completion of the course work as hereinafter set forth, under the following conditions:

(a) Courses taken at an accredited college or university by employees working on an AA, AS, BA, BS, MA or MS in criminal justice, criminology, psychology, police science or other police related course. Employees will be eligible for reimbursement for only one (1) degree per level. It is recognized that 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.

Criminal justice, criminology, psychology or police science courses even though the employee may not be working toward a criminal degree.

(b) Any course work other than that listed above will be reimbursed at the sole discretion of the Agency only if the prior permission of the Sheriff is obtained before enrolling in the course.

(c) In order 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 or MS degree. If the employee is not working on a degree, the employee must receive a "C" or better to be entitled to reimbursement.

(d) Reimbursement will be limited to the actual cost of tuition or the "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.

(f) Participation in the tuition reimbursement program is totally voluntary on the part of the employee. The Agency's sole responsibility under this Article is the payment of tuition and book expense as provided herein.

(g) An employee may take up to twenty four (24) credit hours per year.

(h) 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 in a timely manner will result in a denial of the reimbursement request.

(i) Employees must successfully complete their twelve (12) month probationary period to be eligible for tuition reimbursement.

(j) Employees will be required to work a minimum of twelve (12) months after the completion of the most 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:

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

on how the course is to be counted.

Section 3: Education Salary Incentive

Employees who have achieved a degree from an accredited college or university will be entitled to an education salary incentive.

Incentives will be paid as follows:

a. Successful completion of an Associate's degree or equivalent will be entitled to a salary incentive of fifteen (15) dollars monthly.
b. Successful completion of a Bachelor's degree or higher will be entitled to a salary incentive of forty (40) dollars monthly.

Proper documentation will be required for submission to the human resources section, to include transcripts and/or a copy of the diploma.

a. The salary incentive will begin the first pay period after the documents are received and verified.
b. Degrees already on file with the agency will be automatically entitled to begin receiving the incentive upon ratification of this contract.

No retroactive education salary incentive prior to the ratification date is permitted.

Employees will be eligible for education incentive for only one degree per level.

Education salary incentives cannot be combined. Once a degree supersedes another, the employee forgoes that incentive pay.

The education salary incentive will remain in effect for the duration of the employees tenure with the agency.

ARTICLE 22

WORKERS' COMPENSATION

Section 1:

All workers' compensation premiums are to be paid by the Agency. An employee who is temporarily disabled as a result of an injury received in the course of employment with the Agency shall be entitled to be compensated as described herein and will be assigned to the Human Resources Section for Administrative purposes.

During the first week (7 calendar days), the employee will receive their normal Agency pay check. For the second through the twenty-sixth week of any compensable disability, such employee shall receive eighty (80%) percent of their normal pay. The purpose and intent of this eighty (80%) percent payment is to provide an employee who sustains a compensable injury with an amount of pay that approximates the employee's pre-injury normal pay after taxes. For the purpose of this Section, the normal pay will be the amount of salary, excluding overtime the employee was receiving immediately prior to their injury. The employer shall supplement the amount received from worker's compensation so that 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 that 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 that such employee will be unable to return to duty within said

period and the employee will retain his workers' compensation checks. The Agency 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 in Section 1 of this Article.

Section 2:

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 level in Section 1 above with accrued but unused sick leave or vacation leave, 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 23

SAFETY AND HEALTH

Section 1:

It is the responsibility of the Agency, Flager County, or other responsible parties to provide safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility. The Sheriff will assist the union with any testing required to ensure a safe environment for employees.

Section 2:

The Agency 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 a disciplinary action.

Section 3:

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

Section 4:

Employees who work at jobs or in areas deemed by the Agency to be dangerous shall be required to wear safety devices and/or equipment as designated by that office as necessary for their protection. Such devices and equipment will be provided by the Agency. When such equipment has been prescribed by the Sheriff pursuant to policy and procedure, it shall be furnished by the Agency 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.

Section 5:

Restricted duty assignments – Job related injury: Employees who are disabled from their regular duties due to a job related injury or illness may be temporarily assigned to any available restricted duty assignments they are capable of performing and for which they will receive their regular compensation and benefits.

Restricted duty assignments – Non-Job related injury: 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 they are capable of performing and for which they will receive their regular compensation and benefits.

ARTICLE 24

MEDICAL COVERAGE

1. The Agency shall maintain all Insurance coverage currently offered to the employee for the term of this agreement at no increase cost to the employee.
2. 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.

ARTICLE 25

COUNSELING

Section 1:

Whenever any Flagler County Sheriff's employee is directly involved in an incident that so severely impacts the employee's state of mind they may not be fit for duty, the employee may be placed on "administrative leave" with pay by the Agency. The length of the leave shall be at the discretion of the Agency. At the time of the incident, the employee involved is entitled to have an employee union representative accompany them. In the event there is more than one deputy involved then another employee union representative may accompany the employee.

Section 2:

The Agency will make available to the employee the services of a psychologist or qualified counselor approved by the Agency for the purpose of helping the employee deal with an "aftermath" of the incident. This service will be paid for by the Agency.

Section 3:

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 Agency until such time as the psychologist or counselor and the Agency certifies that the employee is fit to return to full active duty.

Section 4:

Any voluntary Employee Assistance Program (EAP) counseling shall remain confidential, according to HIPPA laws

ARTICLE 26

LEAVE OF ABSENCE

Section 1:

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 year.

Such leave of absence may only be granted when an employee possesses such exceptional skills, abilities or specialized knowledge that the Agency deems it in the best interest of the Agency 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 event, the position temporarily vacated by the employee granted leave of absence may be filled by temporary appointment during the specified leave period.

Section 2:

The employee's and the Sheriff's rights and obligations under the Family Medical Leave Act will be determined by the statute, applicable regulations, and court interpretations under the Act. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. In determining leave eligibility, the Sheriff will use a rolling 12 month period measured backwards from the date leave is used. For other than intermittent leave, FMLA absences that exceed five (5) consecutive days will be counted against available FMLA leave, beginning with the first day of the absence. Leave under the FMLA will run concurrently with any other paid leave, such as sick leave, workers compensation leave, vacation leave, or any other leave whether paid or unpaid, during which the employee medical insurance benefits are provided by the Agency at the Agency's expense.

Section 3:

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 4:

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

ARTICLE 27

PROMOTIONS

1. All promotions in the Flagler County Sheriff's Office shall be on the basis of merit and open competition.
2. Notice of a promotional opportunity shall be posted for a period of fourteen (14) days.
3. All promotional examinations shall be job related and objective.
4. All promotions shall be made from the promotional eligibility rosters that shall be maintained for each promotional position.
5. Based on Agency needs, promotion eligibility rosters shall be effective for two-year periods and shall be maintained for all positions in the bargaining unit when there is a vacancy.
6. Whenever a budgeted promotional vacancy exists the Sheriff shall promote an employee to fill such vacancy from the persons ranked in the top three on the eligibility roster at the time the promotion is made.
7. The eligibility roster shall be compiled by combining the scores of the written examination, seniority and oral boards. The weights of the components of the exam shall be 55% written examination, 35% oral boards and 10% seniority. Promotional candidates failing to receive 75% or higher on the written exam shall be excluded from participating further in the examination process.
8. The seniority component shall be compiled giving employees 1 point for each year of service with the Agency (maximum 25 points). Employees applying for a supervisory position shall have completed a minimum of five (5) years of service with Agency to qualify for a promotional opportunity.

9. The oral board for communications shall be composed of three persons appointed by the Sheriff with all being experienced law enforcement officers or communications operators not employed by Agency. The oral board for all other positions shall be composed of three persons appointed by the Sheriff with all being experienced county employees; experience shall be in the same discipline currently or having five (5) years of experience not employed by Agency.

ARTICLE 28

JOB ASSIGNMENTS

1. The Agency shall publish the qualifications for all positions. A list shall be valid for ninety (90) days. Qualifications shall contain a seniority component. Qualifications shall remain constant for each position.
2. Employees may apply for any such positions when the Agency publishes the qualifications. The application time period shall remain open for fourteen (14) calendar days. The Sheriff will make an exception for anyone on extended leave during the posting period.
3. The employer shall review applications and post a list of eligible employees in alphabetical order for assignment to the position within thirty (30) days from the date the application time period has expired.
4. The Sheriff shall meet and confer with a representative of the Coastal Florida Public Employees Association prior to publication of job qualifications where comments can be considered by the Sheriff under this article. The qualifications themselves shall not be subject of a grievance. Employees may initiate grievances as to other matters under this article.
5. The Sheriff shall assign persons in accordance with the rank order established on the eligibility list.
6. Except as agreed 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 Agency shall make contributions to an alternative retirement plan if the employee is not eligible for FRS.

ARTICLE 30

REIMBURSEMENT ACCOUNTS

1. The Agency shall establish reimbursement accounts pursuant to section 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.

ARTICLE 31

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 agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet within 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 32

DRUG TESTING

A. The sheriff and CFPBA agree to drug/alcohol testing of employees in accordance with Section 112.0455, Florida Statutes, Agency policy and the Drug Free Workplace Act.

B. Employees covered by this agreement assigned as a Crime Scene Investigator, Evidence Technician, Communications Specialist/Supervisor, CCTV Operator, or Public Service Officer are subject to random drug/alcohol testing. The Agency 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.

C. The Agency 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 Agency may choose to use existing Agency equipment for testing.

D. The CFPBA will decide on a random generator system to select employees for the drug testing and a union member shall be present for the selection.

E. Employees will be given a date, time, and location to report for the testing. Testing will be completed during the employees normal work schedule, or overtime will be given, as required by this Agreement, if required to report outside of normal work schedule.

F. Employees are prohibited from having present in their system any alcohol while on duty, working special details, while operating Agency vehicles or equipment, or after the

employee is placed on "standby", "on-call", provided that if an employee believes that 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.

G. Employees shall only be tested for the drug related controlled substances that are outlined F.S 943 and FAC 11B-27. Said test and testing procedures shall be governed by F.S 943 and FAC 11B-27.

H. 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.

I. The Agency 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.

DURATION

1. This Agreement shall be in full force and effect from December 1, 2018 until September 30, 2021, provided, however, that for the fiscal year October 1, 2020 to September 30, 2021, each party may re-open up to two (2) Articles each by giving written notice no later than May 1, 2020.
2. 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.

Flagler County Sheriff's Office

Rick Staly; Sheriff

Dated: 1/16/19

Coastal Florida Public Employees Association

Mike Scudiero; Executive Director

Dated: 1/16/19

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
10	$23,690.00	$24,163.80	$24,647.08	$25,140.02	$25,642.82	$26,155.67	$26,678.79	$27,212.36
11	$25,276.20	$25,781.72	$26,297.36	$26,823.31	$27,359.77	$27,906.97	$28,465.11	$29,034.41
12	$26,973.64	$27,513.11	$28,063.38	$28,624.64	$29,197.14	$29,781.08	$30,376.70	$30,984.23
13	$28,789.53	$29,365.32	$29,952.63	$30,551.68	$31,162.71	$31,785.97	$32,421.69	$33,070.12
14	$30,733.14	$31,347.80	$31,974.76	$32,614.25	$33,266.54	$33,931.87	$34,610.51	$35,302.72
15	$32,811.63	$33,467.86	$34,137.22	$34,819.96	$35,516.36	$36,226.69	$36,951.22	$37,690.25
16	$35,036.48	$35,737.21	$36,451.95	$37,180.99	$37,924.61	$38,683.10	$39,456.77	$40,245.90
17	$37,416.81	$38,165.15	$38,928.45	$39,707.02	$40,501.16	$41,311.18	$42,137.41	$42,980.15
18	$40,035.97	$40,836.69	$41,653.42	$42,486.49	$43,336.22	$44,202.95	$45,087.00	$45,988.74
19	$42,838.50	$43,695.27	$44,569.18	$45,460.56	$46,369.77	$47,297.17	$48,243.11	$49,207.97
20	$45,837.20	$46,753.94	$47,689.02	$48,642.80	$49,615.66	$50,607.97	$51,620.13	$52,652.53
21	$49,045.81	$50,026.73	$51,027.26	$52,047.81	$53,088.76	$54,150.54	$55,233.55	$56,338.22
22	$52,063.41	$53,104.68	$54,166.77	$55,250.11	$56,355.11	$57,482.21	$58,631.86	$59,804.49
23	$55,635.45	$56,748.16	$57,883.12	$59,040.78	$60,221.60	$61,426.03	$62,654.55	$63,907.64
24	$59,457.78	$60,646.94	$61,859.87	$63,097.07	$64,359.01	$65,646.19	$66,959.12	$68,298.30
25	$63,547.91	$64,818.87	$66,115.25	$67,437.55	$68,786.30	$70,162.03	$71,565.27	$72,996.57
26	$67,924.38	$69,282.87	$70,668.52	$72,081.90	$73,523.53	$74,994.00	$76,493.88	$78,023.76
27	$72,606.76	$74,058.90	$75,540.07	$77,050.87	$78,591.89	$80,163.73	$81,767.00	$83,402.34
28	$77,616.68	$79,169.01	$80,752.39	$82,367.44	$84,014.79	$85,695.09	$87,408.99	$89,157.17

Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
$27,756.61	$28,311.74	$28,877.98	$29,455.54	$30,044.65	$ 30,645.54	$ 31,258.45	$ 31,883.62	$ 32,521.29
$29,615.10	$30,207.40	$30,811.55	$31,427.78	$32,056.33	$ 32,697.46	$ 33,351.41	$ 34,018.44	$ 34,698.81
$31,603.92	$32,236.00	$32,880.72	$33,538.33	$34,209.10	$ 34,893.28	$ 35,591.15	$ 36,302.97	$ 37,029.03
$33,731.52	$34,406.15	$35,094.28	$35,796.16	$36,512.09	$ 37,242.33	$ 37,987.17	$ 38,746.92	$ 39,521.86
$36,008.77	$36,728.95	$37,463.53	$38,212.80	$38,977.05	$ 39,756.59	$ 40,551.73	$ 41,362.76	$ 42,190.02
$38,444.05	$39,212.94	$39,997.19	$40,797.14	$41,613.08	$ 42,445.34	$ 43,294.25	$ 44,160.13	$ 45,043.34
$41,050.82	$41,871.84	$42,709.27	$43,563.46	$44,434.73	$ 45,323.42	$ 46,229.89	$ 47,154.49	$ 48,097.58
$43,839.76	$44,716.55	$45,610.88	$46,523.10	$47,453.56	$ 48,402.63	$ 49,370.69	$ 50,358.10	$ 51,365.26
$46,908.52	$47,846.69	$48,803.62	$49,779.70	$50,775.29	$ 51,790.80	$ 52,826.61	$ 53,883.14	$ 54,960.81
$50,192.13	$51,195.97	$52,219.89	$53,264.29	$54,329.58	$ 55,416.17	$ 56,524.49	$ 57,654.98	$ 58,808.08
$53,705.59	$54,779.70	$55,875.29	$56,992.80	$58,132.65	$ 59,295.31	$ 60,481.21	$ 61,690.84	$ 62,924.65
$57,464.98	$58,614.28	$59,786.57	$60,982.30	$62,201.95	$ 63,445.99	$ 64,714.90	$ 66,009.20	$ 67,329.39
$61,000.58	$62,220.59	$63,465.01	$64,734.31	$66,028.99	$ 67,349.57	$ 68,696.56	$ 70,070.50	$ 71,471.91
$65,185.80	$66,489.51	$67,819.30	$69,175.69	$70,559.20	$ 71,970.39	$ 73,409.79	$ 74,877.99	$ 76,375.55
$69,664.27	$71,057.55	$72,478.70	$73,928.28	$75,406.84	$ 76,914.98	$ 78,453.28	$ 80,022.34	$ 81,622.79
$74,456.50	$75,945.63	$77,464.55	$79,013.84	$80,594.12	$ 82,206.00	$ 83,850.12	$ 85,527.12	$ 87,237.66
$79,584.24	$81,175.92	$82,799.44	$84,455.43	$86,144.54	$ 87,867.43	$ 89,624.78	$ 91,417.27	$ 93,245.62
$85,070.39	$86,771.80	$88,507.24	$90,277.38	$92,082.93	$ 93,924.59	$ 95,803.08	$ 97,719.14	$ 99,673.52
$90,940.31	$92,759.12	$94,614.30	$96,506.59	$98,436.72	$100,405.45	$102,413.56	$104,461.83	$106,551.07

Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25
$ 33,171.72	$ 33,835.15	$ 34,511.86	$ 35,202.09	$ 35,906.14	$ 36,624.26	$ 37,356.74	$ 38,103.88
$ 35,392.78	$ 36,100.64	$ 36,822.65	$ 37,559.10	$ 38,310.29	$ 39,076.49	$ 39,858.02	$ 40,655.18
$ 37,769.61	$ 38,525.00	$ 39,295.50	$ 40,081.41	$ 40,883.04	$ 41,700.70	$ 42,534.71	$ 43,385.41
$ 40,312.29	$ 41,118.54	$ 41,940.91	$ 42,779.73	$ 43,635.32	$ 44,508.03	$ 45,398.19	$ 46,306.15
$ 43,033.82	$ 43,894.49	$ 44,772.38	$ 45,667.83	$ 46,581.19	$ 47,512.81	$ 48,463.07	$ 49,432.33
$ 45,944.20	$ 46,863.09	$ 47,800.35	$ 48,756.36	$ 49,731.48	$ 50,726.11	$ 51,740.64	$ 52,775.45
$ 49,059.53	$ 50,040.72	$ 51,041.54	$ 52,062.37	$ 53,103.61	$ 54,165.69	$ 55,249.00	$ 56,353.98
$ 52,392.57	$ 53,440.42	$ 54,509.23	$ 55,599.41	$ 56,711.40	$ 57,845.63	$ 59,002.54	$ 60,182.59
$ 56,060.02	$ 57,181.22	$ 58,324.85	$ 59,491.35	$ 60,681.17	$ 61,894.80	$ 63,132.69	$ 64,395.35
$ 59,984.24	$ 61,183.93	$ 62,407.61	$ 63,655.76	$ 64,928.87	$ 66,227.45	$ 67,552.00	$ 68,903.04
$ 64,183.15	$ 65,466.81	$ 66,776.15	$ 68,111.67	$ 69,473.90	$ 70,863.38	$ 72,280.65	$ 73,726.26
$ 68,675.97	$ 70,049.49	$ 71,450.48	$ 72,879.49	$ 74,337.08	$ 75,823.83	$ 77,340.30	$ 78,887.11
$ 72,901.34	$ 74,359.37	$ 75,846.56	$ 77,363.49	$ 78,910.76	$ 80,488.97	$ 82,098.75	$ 83,740.73
$ 77,903.06	$ 79,461.12	$ 81,050.35	$ 82,671.35	$ 84,324.78	$ 86,011.27	$ 87,731.50	$ 89,486.13
$ 83,255.25	$ 84,920.35	$ 86,618.76	$ 88,351.13	$ 90,118.16	$ 91,920.52	$ 93,758.93	$ 95,634.11
$ 88,982.42	$ 90,762.06	$ 92,577.31	$ 94,428.85	$ 96,317.43	$ 98,243.78	$100,208.65	$102,212.83
$ 95,110.53	$ 97,012.74	$ 98,953.00	$100,932.06	$102,950.70	$105,009.71	$107,109.90	$109,252.10
$ 101,666.99	$103,700.33	$ 105,774.34	$107,889.83	$110,047.62	$112,248.57	$114,493.55	$116,783.42
$ 108,682.09	$110,855.73	$ 113,072.85	$115,334.30	$117,640.99	$119,993.81	$122,393.69	$124,841.56

POSITION TITLE	GRADE
CUSTODIAN	10
DETENTION RECEPTIONIST	10
ISD YS PAL ATHLETIC COORDINATR	10
BAILIFF CCTV OPERATOR CIVILIAN	11
DETENTION CCTV OPERATOR CIVILN	11
ORG BUS PURCH & INVENTORY CLRK	11
ORG MGT RECORDS CLERK	12
ACCREDIT/TRAINING ASSISTANT	13
DETENTION CLERICAL SPECIALIST	13
COURT JPROCESS WARRANTS CIVILN	14
COURT JUDICIAL PROCESS CIVILIAN	14
DISPATCH OPERATOR F/T	14
ISD EVIDENCE CUSTODIAN	14
ORG MGT PUBLIC SERVICE OFF CIV	14
DETENTION CLASSIFICATION SPEC	15
ISD DOMESTIC VIOLENCE ANALYST	15
ORG HR ADMIN ASST	15
DISPATCH SUPERVISOR	16
BAILIFF DEPUTY	17
DEPUTY	17
DEPUTY - CIVIL	17
DEPUTY TRAINEE	17
DETENTION DEPUTY	17
ISD CRIMINAL ANALYST	17
ISD VICTIM SERVICES ADVOCATE	17
ISD YS SCHOOL RESOURCE DEPUTY	17
ORG BUS ACCOUNTING SPECIALIST	17
ISD CRIME SCENE INVESTIGATOR	18
ISD DOMESTIC VIOLENCE INVESTOR	18
ISD DV DETECTIVE	18
ISD GENERAL ASSIGMT DETECTIVE	18
ISD HOMELAND SECURITY - PACE	18
ISD MAJOR CASE DETECTIVE	18
ISD SIU DETECTIVES	18
OFF OF SHF ADMIN/LEGAL ASST	18
OFF OF SHF EXECUTIVE ASSISTANT	18
ORG MGT RECORDS UNIT SUPERVISR	18
BAILIFF DEPUTY CORPORAL	19
DEPUTY - CORPORAL	19
DEPUTY - CORPORAL FUGITIVE UNT	19
DEPUTY - CORPORAL TRAIN DIR	19
DETENTION DEPUTY CORPORAL	19

DISPATCH/COMMUNICATIONS DIR	19
ISD YS SCHOOL RESOURCE CPL	19
ORG BUS PURCHASING MGR	19
ORG HR EMPL RELATIONS MANAGER	19
ORG HR RISK MANAGEMENT MANAGER	19
ORG PUBLIC AFFAIRS OFFICER	19
ACCREDITATION/IA MANAGER	20
BAILIFF DEPUTY SERGEANT	20
DEPUTY - SERGEANT	20
DETENTION DEPUTY SERGEANT	20
DETENTION DEPUTY SGT TRAINING	20
ISD CSI/EVIDENCE MANAGER	20
ISD GENERAL ASSIGNMENT CPL	20
ISD MAJOR CASE CPL	20
ISD SIU CORPORAL	20
ISD YS PAL DIRECTOR	20
ORG BUS FINANCE/PAYROLL MNGR	20
ORG PUBLIC AFFAIRS OFFICE MGR	20
ORG TRAINING MANAGER CIVILIAN	20
ORG VOLUNTEER GOVT AFFAIRS MGR	20
ISD GENERAL ASSIGNMENT SGT	21
ISD HOMELAND SECURITY PACE SGT	21
ISD HOMELD SEC CRIME PRVNT SGT	21
ISD MAJOR CASE SGT	21
ISD SIU SERGEANT	21
ISD YS SCHOOL RESOURCE SGT	21
ISD HOMELD SEC COMM OTRECH COD	22
DEPUTY - COMMANDER	24
DETENTION DEPUTY COMMANDER	24
DETENTION DIR INMATE SERVICES	24
ISD CHIEF	24
ISD HOMELAND SECURITY DIRECTOR	24
ORG BUSINESS SERVICES DIRECTOR	24
ORG HR DIRECTOR	24
CHIEF	26
DETENTION COURT SERVICES CHIEF	26
OFF OF SHF GENERAL COUNSEL	26
ORG BUSINESS SERVICES CHIEF	26
OFF OF SHF UNDERSHERIFF	28
PART TIME	
ADMINISTRATIVE ASSISTANT PT	$ 10.78
BAILIFF DEPUTY P/T	$ 12.88
COURT JUDICIAL PROCESS CV PT	$ 12.65
CROSSING GUARD	$ 11.70
DEPUTY - CIVIL P/T	$ 12.65

Off Duty Rate to Employee	*Disability .0036*	*2019 FICA 6.2%*	*2019 Medicare 1.47%*	*2019 Workers' Comp .0768*	*Equipment Fee*	*Total Fees*	*Employer Off Duty Rate*
$30.00	$0.11	$1.86	$0.44	$2.30	$5.00	$9.71	$40.00
$35.00	$0.13	$2.17	$0.51	$2.69	$5.00	$10.50	$45.00
$40.00	$0.14	$2.48	$0.59	$3.07	$5.00	$11.28	$51.00
$45.00	$0.16	$2.79	$0.66	$3.46	$5.00	$12.07	$57.00
$50.00	$0.18	$3.10	$0.74	$3.84	$5.00	$12.86	$63.00