

AGREEMENT  
BETWEEN  
FLAGLER COUNTY SHERIFF'S OFFICE  
and the  
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION  
(Detention Division)

October 1, 2009 – September 30, 2012

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## ARTICLE 1

### BARGAINING UNIT - DEFINITIONS

#### Section 1 : Bargaining Unit

The Flagler County Sheriff (hereinafter "Employer") recognizes the Coastal Florida Police Benevolent Association (hereinafter "Union") as the exclusive bargaining representative for the following unit of members of the Flagler County Sheriff's Office. All full-time regular members employed by the Flagler County Sheriff's Office in the position of Detention Deputy, Detention Deputy First Class, 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

- A. Employee - Except as herein otherwise defined wherever the term "employee" is used in this Agreement, it shall mean full-time regular employees, or group of employees with the bargaining unit as heretofore described. Reserves and provisional employees are excluded from the term "employee" hereunder.
- B. Superior Officers - Wherever the term "Superior Officers" is used in this Agreement, it shall mean a permanent member of the Flagler County Sheriff's Office of the rank of Lieutenant or higher.
- C. The term "Sheriff" shall mean the Sheriff or the appointed Acting Sheriff.

## **ARTICLE 2**

### **UNION DUES DEDUCTION**

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 FCSO.

It is understood that this provision will provide for twenty-six (26) bi-weekly deductions per year for all employees. The Public Employer will remit to the Union such sums within thirty (30) days. Changes in Union membership dues rate will be certified to the Public Employer in writing and shall be done at least thirty (30) days in advance of the effective date of such change. The Public Employer's remittance will be deemed correct if the Union does not give written notice to the Public 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 Public Employer harmless against any claim and against any suit instituted against the Public 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 checked off.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

Unless abridged within this agreement the employer 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 officers and appointees of the Sheriff.
- (f) To select appointees, to hire officers, determine their qualifications, assign and direct their work; to classify, transfer, promote, train, retain, lay-off, recall and retire officers.
- (g) To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve officers 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 officers 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, 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 he has given testimony, taken part in any grievance procedure or other hearings, negotiations, or conference or in behalf of the Union, the County or any employees.

The Sheriff will not refuse to meet, negotiate or confer proper matters with officers 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 bargaining unit members to allow the elected officials of the Union rather than individual members, 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 all deputies below the rank of lieutenant.

### Section 3

Employees shall continue to be entitled to take their assigned vehicle home if they reside within Flagler County, or if the employee resides within 10 air miles from the nearest county line.

### Section 4

The Sheriff 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.

## **ARTICLE 5**

### DISCIPLINARY ACTION

#### Section 1

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

#### Section 2

Whenever a bargaining unit member is under investigation and subject to interrogation by any member of the FCSO 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 bargaining unit member 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 45 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 a bargaining unit member, 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 bargaining unit member, a copy of any such recording of the interrogation session must be made available to the interrogated bargaining unit member no later than 72 hours, excluding holidays and weekends, following said interrogation.

(h) If the bargaining unit member 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 bargaining unit member 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.

(j) 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.

(k) 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.

(l) 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 nonincarcerated 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 police 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 action is not considered discipline and therefore is not grievable. A documentation relating to a verbal corrective action shall not be placed in a bargaining unit employee's personnel file except to the extent that any subsequent disciplinary action which is included in an employee's personnel file makes reference to a previous verbal corrective action.

### 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. A copy of current Florida Statutes §§112.531 – 112.534 are attached as Attachment "A".

### Section 4

Any questioning of a bargaining unit member shall be conducted by a sworn member who is certified as to how to conduct internal affairs interviews and is placed in an investigations unit as established by the Sheriff. Those bargaining unit members designated by the Sheriff to serve in the investigations unit 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 within 10 days of receipt of the 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.

## Section 7

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

## Section 8

Proposed penalties resulting from an internal investigation may not be implemented until the member has exhausted his/her administrative remedies in accordance with Section 9 of this article. The FCSO may immediately suspend a member if they are arrested for a felony or suspected of corruption.

## Section 9

(a) Suspensions will not become effective until the employee has exhausted the appeal of his/her grievance through of the Collective Bargaining 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.

#### Section 10

No employee shall be required to undergo a drug screen or test unless the employer has reasonable suspicion to believe that the employee has used a controlled substance. All screens and tests shall be conducted in accord with Federal Standards.

## **ARTICLE 6**

### **UNION BUSINESS LEAVE**

#### **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 members are scheduled to be on duty.

#### **Section 2: Union Stewards**

The Employees shall select not more than three (3) Unit Representatives whose names shall be furnished to the Employer. 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: Executive Board Leave**

If a member of the bargaining unit holds the position within the Association of President or Vice President, the employee will be granted up to eight (8) hours a month administrative leave with pay to attend to association business. Said leave request will be made in accordance with the policy for requesting other leave.

**ARTICLE 7**

**NO STRIKE CLAUSE**

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

## **ARTICLE 8**

### 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 Employer 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 9**

### ADHERENCE TO LAW

The Employer and the Union recognize and adhere to all State Statutes, state labor laws, and to Career Service Act, rules and regulations, as they pertain to the County of Flagler except as the parties have agreed otherwise in this agreement.

## **ARTICLE 10**

### **HOURS OF DUTY AND WORK SCHEDULE**

#### **Section 1:**

The FCSO 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 PBA. The parties agree that the Sheriff has the right to establish a power shift from 3:00 p.m. to 3:00 a.m. daily, excluding specialized units. The power shift shall be staffed first with volunteers from current bargaining unit employees, then from newly hired bargaining unit employees, then from current bargaining unit employees beginning with the least senior bargaining unit employee as defined in this Agreement.

#### **Section 3:**

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, FTO training, coverage requirements, emergencies, etc.

#### **Section 4:**

The employer will assign detention officers to one of three squads. Each squad will then be assigned to an eight-hour shift. The shift hours will be 0700-1500, 1500-2300 and 2300-700. Squads will be rotated among the shifts at not less than two or

more than six-month intervals. Detention deputies will be assigned four regular days off each fourteen-day pay period. The parties agree that the Sheriff may, during the fiscal year October 1, 2006 to September 30, 2007, change to twelve hour shifts, provided that upon doing so the Sheriff abide by the overtime/compensatory time provisions set forth under the twelve hour shift provisos in Article 11 of this Agreement.

## **ARTICLE 11**

### **OVERTIME**

#### **Section 1**

The FCSO 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 consecutive pay weeks. The normal work period shall be eighty (80) scheduled hours.

#### **Section 2**

Hours worked in excess of 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 bargaining unit members 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 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 20 of this agreement.

#### **Section 3**

If, during the fiscal year October 1, 2006 to September 30, 2007, the Sheriff exercises his right to change to twelve hour shifts, the normal work period shall initially be eighty-four (84) hours. Hours worked in excess of eighty-four (84) 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 bargaining unit members 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 eighty-four (84) hours. Compensatory time may accrue up to a maximum of one hundred and twenty (120) hours. If the Sheriff has, during the fiscal year October 1, 2006 to September 30, 2007, elected to change to twelve hour shifts, then effective October 1, 2008, the normal workweek shall be eighty (80) hours. All hours worked in excess of eighty (80) hours per work period shall then be compensated at the rate of time and one-half (1½) of the employee's regular straight time rate. All non-essential personnel 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 eighty (80) hours. All bargaining unit members 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 eighty (80) hours. Compensatory time may accrue up to a maximum of one hundred and twenty (120) hours.

#### Section 4

Any bargaining unit member required by the FCSO 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 two (2) 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 FCSO.

## Section 5

Any bargaining unit member required to return to work by a superior officer 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.

## Section 6

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. Authorized lodging, 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.

## Section 7

Time paid for, but not worked, such as leave without pay shall not be counted in determining overtime. However, vacation leave, military leave, comp leave, sick leave and holiday leave will count as time worked for determining overtime.

## **ARTICLE 12**

### WORKING OUT OF CLASSIFICATION

#### Section 1:

A minimum of one detention sergeant, detention corporal or detention deputy first class shall be required to be working each shift. Each of these ranks shall be qualified as a Detention Shift Supervisor. In the event of a vacancy, any qualified detention deputy who holds either qualification may be assigned as a supervisor. Any qualified line detention deputy who is required to accept the responsibilities of a supervisor for a shift, shall be paid a 5% differential on the deputy's base salary while serving as a supervisor. In the event the Sheriff appoints a bargaining unit member to an acting position, the bargaining unit member shall be given an additional 7% increase in base pay for all hours worked while serving in the acting position.

#### Section 2

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 or workers compensation leave) a vacancy in the corporal or sergeant position shall be declared and filled pursuant to the requirements of Article 29 of this Agreement.

## **ARTICLE 13**

### EXCHANGE OF TIME

Each employee in the bargaining unit will be allowed to exchange time or "swap" a shift whenever he is able to secure another employee to work in his 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 FCSO 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 Sheriff will have the authority to deny swaps if, in his opinion, (a) the privilege is being abused or (b) either officer involved in the swap is not meeting expected performance standards (c) the swap adversely impacts the operation of the Flagler County Sheriff's office. The

Sheriff shall articulate in writing the reasons a swap is denied.

5. Swaps for up to 28 days may be allowed if applied for 14 days in advance and approved by the Sheriff.
6. Repayment of swap time is solely the responsibility of the employee involved in the swap. The FCSO will incur no additional responsibility of any type as a result of permitting a swap.

## **ARTICLE 14**

### WAGES

1. The FCSO and the Union agree to a 0% wage increase in year one of the agreement. The parties further agree to reopen this article on April 1, 2010 and April 1, 2011 for years two and three of the agreement, respectively.
2. The parties agree that the step pay plan is not binding beyond the term of this contract.
3. The parties recognize that due to attrition, promotion, and hiring the numbers contained in attachment "C" may fluctuate during the term of this agreement.

## **ARTICLE 15**

### WORKING OFF DUTY

A deputy 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) Members 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 officer and is totally voluntary on the part of the officer. Any off duty work under this Article will not be considered as time worked for the FCSO and will not be counted as time worked for overtime purposes.
- (E) The hourly rate for such services to be received by the Sheriff shall be no less than \$32 per hour and the amount received by the member shall be no less than \$27 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 member shall receive the higher rate less administrative costs.

(F) This article in no way effects the arrest powers of detention deputies.

## **ARTICLE 16**

### **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.

#### **Section 2: Steps in Grievance Procedure**

Grievances shall be processed as follows:

Step 1: The Unit representative, PBA 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 Corrections Division Commander 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 Corrections Division Commander 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 Corrections Division 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.

Step 3: If a member finds the Corrections Division Commander's response unacceptable, or if the Union files a grievance in their own name on behalf of two or more members, the grievance shall be presented to the Sheriff or his designee, in writing, within ten (10) calendar days after the response from the Corrections Division Commander is due. In the case of a group grievance, the 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 grievant and/or group of grievants at a mutually agreeable location. The grievant and/or 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 a permanent umpire within forty-five (45) days

of the Coastal Florida Police Benevolent Association initiating the arbitration process. The first permanent umpire shall be Barney Spurlock. Either party may discharge a permanent umpire at any time and without cause being identified by giving notice to the other party within five (5) days of initiating the arbitration process. A joint letter notifying the umpire that his services are no longer desired shall then be issued and a new permanent umpire shall be jointly selected. Should the parties be unable to select a new permanent umpire, the parties shall request the Federal Mediation and Conciliation Service to provide a panel of five (5) 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. Arbitration must commence 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 within thirty (30) days 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 17**

### **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 member 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 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.

#### **Section 6:**

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

## **ARTICLE 18**

### **EQUIPMENT**

#### **Section 1:**

The employer will provide uniformed employees with five (5) Class “B” uniforms, one (1) Class “A” uniforms one class “C” uniform, shirt, and one (1) black tie. The employer shall provide one of each of the following “department issued equipment” to bargaining unit members to perform their duties (the brand of which is to be determined by the Sheriff’s office): footwear, under (trouser) belt, duty belt with buckle, four (4) belt keepers, handcuffs with holder, flashlight kit with holder, aerosol subject restraint with holder, magazine holder (dual), glove holder, security type holster (to accommodate each deputy’s department issued firearm), and dual weather jacket with zip out lining. The employer agrees to replace or reissue uniforms, uniform footwear, and /or department issued equipment that becomes damaged, worn out, or lost during the performance of duty, and is deemed unusable by the Sheriff’s Office. The employee must submit the item that is damaged or worn out beyond use to the employer for replacement or reissue as per Flagler County Sheriff’s Office Policy.

#### **Section 2:**

The employer will make a good faith effort to provide a place where uniforms will be cleaned, altered or replaced, when necessary.

## **ARTICLE 19**

### **SICK LEAVE**

#### **Section 1: Sick Leave Accrual**

Each permanent full-time 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 his/her accumulated sick leave so as to have reduced his/her 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, persons, grandchildren and Grandparents. 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 his immediate supervisor or if the immediate supervisor is not on duty, notify dispatch of the fact and reason for his/her absence 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 will 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 FCSO 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 FCSO for any other reason shall be terminated on the last day that such employee is actively employed by the FCSO.

#### 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 immediately 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. 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, Son, Daughter, Foster child, Step child, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law grandchildren and Grandparents.

**ARTICLE 20**

**LEAVE**

**Section 1: Vacation Leave Accrual**

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

<u>Years of Continuous Service Completed</u>	<u>Hours of Vacation Leave Per Completed Year</u>
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. 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 forty (40) hours of vacation time each year. The employees may make the request at any time during the anniversary year. Effective October 1, 2008, employees may obtain payment for up to eighty (80) hours of vacation time each year.

## Section 6: Personal Leave Days

Each permanent full-time employee will be credited with twenty-four (24) hours of personal leave upon completion of ninety (90) days, and then credited with twenty-four (24) 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 FCSO 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 21**

### **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 holiday for bargaining unit employees.

New Year's Day

Martin Luther King'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 straight-time pay for all hours worked. 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, he/she will receive pay equal to the number of hours the employee is normally scheduled to work in additional pay at his/her 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. Employees classified as “non-essential” employee shall not be assigned to work on the holiday.

### Section 4

Members who use sick leave the day prior to a holiday and then work the holiday shall receive holiday pay in accord with this article.

## **ARTICLE 22**

### EDUCATIONAL INCENTIVE

#### Section 1:

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

(a) Courses taken at an accredited community college or university by employees working on an AA, AS, BA, BS, MA or MS in criminal justice, criminology, police science or other police related course. It is recognized that some courses will not be directly related to criminal justice, criminology or police science but may be required as part of the degree program.

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

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

(d) 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.

(e) 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. Those

bargaining unit members, as of October 1, 2006, who are currently enrolled in college and taking courses as approved by the Sheriff under the conditions set forth in this Article, shall continue to receive reimbursement for those courses and any subsequent courses in pursuit of a degree as set forth in Section (a) of this Article, even if the rate is higher than the State rate of tuition.

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

(g) An employee may take up to two courses or eight hours per semester.

(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.

## Section 2

The Sheriff will offer every officer 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.

## **ARTICLE 23**

### WORKERS' COMPENSATION

#### Section 1:

All workers' compensation premiums are to be paid by the Sheriff. An employee who is temporarily disabled as a result of an injury received in the course of employment with the FCSO shall be entitled to be compensated as described herein. During the first week (7 calendar days), the employee will receive his/her normal FCSO paycheck. For the second through the twenty-sixth week of any compensable disability, such employee shall receive eighty (80%) percent of his/her 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 his 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 of up to 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 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 Sheriff may, at his 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 Workers' Compensation Law and by his/her 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, he/she may do so by advising the FCSO (Payroll Division). 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 24**

### **SAFETY AND HEALTH**

#### **Section 1:**

It is the responsibility of the Sheriff, 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.

#### **Section 2:**

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 a disciplinary action.

#### **Section 3:**

If an employee believes he is being required to work under unsafe conditions, he shall (1) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Unit Rep 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 FCSO to be dangerous shall be required to wear safety devices and/or equipment as designated by that office as necessary for their protection. The Sheriff will provide such devices and equipment. When the Sheriff pursuant to policy and procedure has prescribed such equipment, 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.

Section 5:

Restricted duty assignments. Members 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.

Section 6:

Except as required for emergency first aid, detention officers shall not be required to provide medication to inmates.

## **ARTICLE 25**

### MEDICAL COVERAGE

#### Section 1

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

#### Section 2

Any bargaining unit member who suffers a catastrophic injury, as defined in s. 440.02, in the line of duty shall have the entire premium of the employer's health insurance plan paid for by the employer for the injured bargaining unit member, the injured bargaining unit member's spouse, and for each dependent child of the injured bargaining unit member until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if the child continues to be dependent for support, or the child is a full-time or part-time student and is dependent for support. The term "health insurance plan" does not include supplemental benefits that are not part of the basic group health insurance plan. If the injured bargaining unit member subsequently dies, the employer shall continue to pay the entire health insurance premium for the surviving spouse until remarried, and for the dependent children, under the conditions outlined in this paragraph.

## **ARTICLE 26**

### **BULLETIN BOARD AND UNION BUSINESS**

#### **Section 1**

The Union shall have the use of up to one-half the area of the bulletin boards located in the Ready Room or Classroom area for posting notices, which shall not be of political or controversial nature.

All notices shall be signed by an officer of the Union.

Copies of all notices shall be submitted to the Sheriff or his designee prior to their being posted. If the Sheriff 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.

Any material found on Union bulletin board space not on file with the Employer or not signed by an officer of the Union may be removed by the Employer. The employer shall immediately notify the PBA office that the material was removed and why it was removed.

#### **Section 2: Union Meetings**

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

#### **Section 3: Electronic Bulletin Board**

The Coastal Florida Police Benevolent Association shall be entitled to access to use the electronic mail system of the FCSO to communicate to members concerning Coastal Florida Police Benevolent Association business.

## **ARTICLE 27**

### **COUNSELING**

#### **Section 1**

Whenever any Flagler County detention officer is directly involved in a critical incident (i.e., the officer is doing the shooting or being shot at), the officer may be placed on "administrative leave" with pay by the Sheriff. The length of the leave shall be at the discretion of the Sheriff.

#### **Section 2**

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

#### **Section 3**

If, in the opinion of the psychologist or counselor, the officer is unable to return to full active duty, the officer may be placed on light or administrative duty until such time as the psychologist or counselor certifies that the officer is ready to return to full active duty.

## **ARTICLE 28**

### 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 Sheriff deems it in the best interest of the FCSO 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 FCSO at the FCSO'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.

## **ARTICLE 29**

### PROMOTIONS

1. All promotions in the Flagler County Sheriff's Office shall be on the basis of merit and open competition.
2. All promotional examinations shall be job related and objective.
3. All promotions shall be made from the promotional eligibility rosters that shall be maintained for each promotional position.
4. Promotional eligibility rosters shall be effective for two-year periods commencing October 2006 and shall be maintained for the ranks of corporal, and sergeant.
5. Whenever a budgeted promotional vacancy exists in the Corporal or Sergeant ranks, the Sheriff shall promote an employee to fill such vacancy from the persons ranked in the top five on the eligibility roster at the time the promotion is made.
6. Promotion to the rank of detention corporal shall require three years of service as a Corrections Officer at the time of the test. Of the three (3) years of service, two (2) years must be with the FCSO, one (1) year can be from any other law enforcement agency. Only employees in a deputy or deputy first class position shall be eligible for promotion to corporal.
7. Promotion to the rank of detention sergeant shall require five years of service as a Corrections Officer at the time of the test. Of the five years service, three (3) years must have been with the FCSO, two (2) years can be from any other law enforcement Agency. Only employees in a corporal position shall be eligible for promotion to sergeant.

8. 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. . The written examination shall be conducted by an outside agency.
9. The seniority component shall be compiled giving officers 1 point for each year of service with the FCSO (maximum 25 points).
10. The oral board shall be composed of three persons appointed by the Sheriff with all being experienced law enforcement officers not employed by FCSO.
11. The assignment of Deputy First Class is left up to the discretion of the Sheriff.

## **ARTICLE 30**

### **JOB ASSIGNMENTS**

1. Once a list has been exhausted, the Sheriff shall publish the qualifications for all specialized positions. Qualifications shall contain a seniority component. Qualifications shall remain constant for each position.
2. Members may apply for any such positions when the Sheriff publishes the qualifications. The application time period shall remain open for one (1) month.
3. The employer shall review applications and post a list of eligible members in rank order for assignments to the positions within twenty-one (21) days from the date the application time period has expired. Assignments of members to positions shall be in order from the list of eligible members.
4. The Sheriff shall meet and confer with a representative of the Coastal Florida Police Benevolent Association prior to publication of standards where comments can be considered by the sheriff under this article. The standards themselves shall not be subject of a grievance. Employees may initiate grievances as to other matters under this article.
5. Except as agreed herein, this article in no way violates the Sheriff's absolute right to assign work.
6. Bargaining unit employees who are assigned by the Sheriff to be Field Training Officers and actively serve in that capacity shall be given an incentive of \$1,500 on a yearly basis.

**ARTICLE 31**

**RETIREMENT SYSTEM**

The Sheriff shall continue to make all payments required by law to the State Retirement System.

## **ARTICLE 32**

### REIMBURSEMENT ACCOUNTS

1. The FCSO shall establish reimbursement accounts pursuant to section 125 of the IRS code.
2. Members may establish medical reimbursement accounts to the extent permitted by law.
3. Members 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 33**

#### **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 34**

### **PERIMETER SECURITY POSTS/ GATE DUTY**

#### **Section 1**

Officers assigned to gate duty will be permitted to use of a FCSO vehicle for shelter and be offered restroom breaks at one and one-half (1 ½) hour intervals. If a permanent gate station is constructed, it will be air conditioned and contain restroom facilities.

#### **Section 2**

Officers assigned to perimeter security posts during inmate outdoor recreations periods shall be permitted the use of a FCSO vehicle for shelter and be offered restroom breaks at one and one-half (1 ½) hour intervals. If a permanent tower is constructed, it will be air conditioned.

**ARTICLE 35**

**DURATION**

1. This Agreement shall be in full force and effect from October 1, 2009 until the 30<sup>th</sup> day of September 2012, and thereafter shall remain in full force and effect from year to year thereafter unless either party gives notice to the other by certified mail return receipt requested by April 1, 2012 of its intent to modify, change or terminate the Agreement. The parties agree that for the contract year October 1, 2010 to September 30, 2011, wages shall be subject to negotiations by the parties. In addition, each party may give written notice to the other by April 1, 2010 of a desire to re-negotiate up to three additional Articles of the Agreement. The parties likewise agree that for the contract year October 1, 2011 to September 30, 2012, wages shall be subject to negotiations by the parties. In addition, each party may give written notice to the other by April 1, 2011 of a desire to re-negotiate up to three additional Articles.
2. Except as specified herein, no item or provision of this agreement shall be a proper subject of negotiation during the term of the agreement except by the mutual approval of the parties.

Flagler County Sheriff

Coastal Florida Police Benevolent  
Association

\_\_\_\_\_  
Sheriff Donald Fleming

\_\_\_\_\_  
Vincent L. Champion, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_