

AGREEMENT  
BETWEEN  
FLAGLER COUNTY SHERIFF'S OFFICE  
and the  
COASTAL FLORIDA PUBLIC EMPLOYEES ASSOCIATION  
(SUPPORT PERSONNEL)

October 1, 2009 – September 30, 2012

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1	Bargaining Unit – Definitions ..... 4
ARTICLE 2	Union Dues Deduction ..... 5
ARTICLE 3	Management Rights ..... 6
ARTICLE 4	Employee Rights ..... 9
ARTICLE 5	Disciplinary Action ..... 12
ARTICLE 6	Union Business Leave ..... 15
ARTICLE 7	No Strike Clause ..... 16
ARTICLE 8	Stability of Agreement ..... 17
ARTICLE 9	Adherence to Law ..... 18
ARTICLE 10	Hours of Duty and Work Schedule ..... 19
ARTICLE 11	Overtime ..... 20
ARTICLE 12	Exchange of Time ..... 22
ARTICLE 13	Wages ..... 24
ARTICLE 14	Communications Meal breaks ..... 25
ARTICLE 15	Grievance and Arbitration Procedures ..... 26
ARTICLE 16	Seniority ..... 29
ARTICLE 17	Equipment ..... 30
ARTICLE 18	Sick Leave ..... 31
ARTICLE 19	Leave ..... 35
ARTICLE 20	Holiday Leave ..... 38
ARTICLE 21	Educational Incentive ..... 40

ARTICLE 22	Workers' Compensation .....	42
ARTICLE 23	Safety and Health.....	44
ARTICLE 24	Medical Coverage .....	46
ARTICLE 25	Bulletin Board and Union Business.....	47
ARTICLE 26	Counseling .....	49
ARTICLE 27	Leave of Absence .....	50
ARTICLE 28	Promotions.....	52
ARTICLE 29	Job Assignments.....	54
ARTICLE 30	Retirement System.....	55
ARTICLE 31	Reimbursement Accounts .....	56
ARTICLE 32	Severability Clause .....	57
ARTICLE 33	Duration .....	58
ATTACHMENTS A-B		

## ARTICLE 1

### BARGAINING UNIT - DEFINITIONS

#### Section 1 : Bargaining Unit

The Flagler County Sheriff (hereinafter "Employer") recognizes the Coastal Florida Public Employees Association (hereinafter "Union") as the exclusive bargaining representative for the unit of support personnel of the Flagler County Sheriff's Office as described in PERC certification 1331.

#### 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. Superiors - Wherever the term "Superior" is used in this Agreement, it shall mean a permanent member of the Flagler County Sheriff's Office of the rank of Supervisor.
- C. The term "Sheriff" shall mean the Sheriff or the appointed Acting Sheriff.
- D. Bargaining unit employees shall be considered probationary for one year after the date the employee is released from FTO. The Agency's decision whether to release an employee from probation shall not be subject to the grievance procedure in this contract.

## **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 Sheriff.

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 confirm 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 Statute, chapter 447 for those members covered by this Collective Bargaining 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. Bargaining unit employees assigned a vehicle may take it to and from home if the Bargaining unit employee resides within 10 air miles of the 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.

## **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:**

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 3:**

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 one business day of the request.

#### **Section 4:**

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

#### **Section 5**

Proposed penalties resulting from an internal investigation may not be implemented until the member has exhausted his/her administrative remedies in accordance with Section 8 of this article. In the event a bargaining unit member is arrested for a criminal act, the FCSO may immediately re-assign, suspend, or place on administrative leave.

### Section 6

(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 7:

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. The exception to this would be upon entry, during, or exit from the position of Evidence Technician. 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 or to attend labor management meetings. 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 Unit Representative, the employee will be granted up to eight (8) hours a month administrative leave with pay to attend to association business or additional leave with written approval of the Sheriff. 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 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, 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, coverage requirements, emergencies, etc.

## **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 forty (40) hour weeks. The normal work period shall be eighty (80) scheduled hours 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 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 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 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 4:

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 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. 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.

Section 6:

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, and holiday leave will count as time worked for determining overtime.

## **ARTICLE 12**

### 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.

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 13**

### WAGES

1. For the fiscal year 2009 – 2010, bargaining unit employees shall not receive any increases in pay. All future increases shall be subject to negotiations by the parties pursuant to Article 33 of this Agreement.
2. For the fiscal year 2009-2010, all bargaining unit members who were employed by the FCSO prior to October 1, 2004 shall continue to receive the \$700.00 health insurance supplement.

## **ARTICLE 14**

### COMMUNICATIONS MEAL BREAKS

Each member shall be entitled to a meal break. The timing of meal breaks shall be at the discretion of supervision.

## **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.

#### **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 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 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 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 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 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 the grievant and the Sheriff or his designee 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 an arbitrator selected from a regional panel of arbitrators supplied by the Federal Mediation and Conciliation Service (FMCS). The party requesting arbitration shall request a list of arbitrators from FMCS. FMCS will

provide a list of seven (7) arbitrators for each grievance from which the parties will mutually select one (1). If mutual agreement is not reached, the parties shall alternately strike from the list until one remains. The party requesting arbitration shall make the first strike.

The parties agree to require FMCS to limit the proposed list of arbitrators to those with Florida addresses only. Each party may request one new list. 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 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 member of the Flagler County Sheriff's Office. Members 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 with five (5) complete uniforms and all equipment to perform their duties as deemed necessary by the FCSO. Dispatch employees will be provided with three class "C" uniforms. Civilian employees may purchase their slacks/trousers and be reimbursed \$30 per pair or actual cost, whichever is less. All other uniformed civilian employees will be provided with five class "C" uniforms and a sweater. At the discretion of the Sheriff or designee, the employee's department issued equipment that becomes damaged, worn-out unusable or lost during the performance of duty, and is deemed unusable by the Sheriff's Office can be exchanged for one-to-one. The employee must submit the item that is damaged or worn-out or is unusable beyond use to the employer for replacement or re-issue as per Flagler County Sheriff's Office policy.

## **ARTICLE 18**

### **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, 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 the Duty Supervisor or Watch Commander at least two hours 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 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 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. 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 19**

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:

Years of <u>Service Completed</u>	Hours of Vacation <u>Leave Per Completed Year</u>
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 eighty (80) hours of vacation time each year. The employees may make the request at any time during the anniversary 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 probation 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 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 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 the 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 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 addition 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.

## **ARTICLE 21**

### 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 at the "state" rate, 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 or 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 22**

### **WORKERS' COMPENSATION**

#### **Section 1:**

All workers' compensation premiums are to be paid by the FCSO. 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 pay check. 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 FCSO 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 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 (Personnel 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 23**

### **SAFETY AND HEALTH**

#### **Section 1:**

It is the responsibility of the FCSO, 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 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 Sheriff 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 Sheriff. When such equipment has been prescribed by the Sheriff pursuant to policy and procedure, it shall be furnished by the FCSO 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.

## **ARTICLE 24**

### MEDICAL COVERAGE

1. The Sheriff's Office will make available a group health insurance program to bargaining unit employees as provided by the Flagler County Board of County Commissioners.
2. The Association will be notified of any change in the insurance carriers, nature or scope of coverage, amount of the coverage, or increased amounts to be paid by bargaining unit employees, within a reasonable time prior to implementation in order for the Association to provide comments or concerns.
3. The Sheriff's Office reserves the ultimate right to make any changes including, but not limited to any change in the insurance carriers, nature or scope of coverage, amount of the coverage, or in the costs of the insurance or the Sheriff's contribution level based on any fiscal impact to the agency's budget.

## **ARTICLE 25**

### **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 CFPEA 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 Public Employees 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 26**

### **COUNSELING**

#### **Section 1:**

Whenever any Flagler County Sheriff's employee covered by this agreement is directly involved in a critical incident (i.e., the member is doing the shooting or being shot at), the Sheriff may place the member on "administrative leave" with pay. The length of the leave shall be at the discretion of the Sheriff.

#### **Section 2:**

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

#### **Section 3:**

If, in the opinion of the psychologist or counselor, the member 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 27**

### 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 28**

### PROMOTIONS

1. All promotions in the Flagler County Sheriff's Office shall be on the basis of merit and open competition. Notice of a promotional opportunity shall be posted for a period of thirty (30) days.
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. 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.
5. Whenever a budgeted promotional vacancy exists 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. 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.
7. The seniority component shall be compiled giving officers 1 point for each year of service with the FCSO (maximum 25 points).
8. 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 FCSO. The oral board for all other positions shall be composed of three persons appointed by the Sheriff with all being experienced county employees not employed by FCSO.

## **ARTICLE 29**

### **JOB ASSIGNMENTS**

1. The Sheriff shall publish the qualifications for all positions. 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. The eligibility list will be maintained for a period of ninety (90) days.
2. Whenever an opening arises, the Sheriff shall post an announcement inviting any qualified persons to sign up for the job. The posting shall be maintained for at least ten days.
3. The employer shall review applications and post a list of eligible members in rank order for assignment to the position.
4. The Sheriff shall assign persons in accord with the rank order established on the eligibility list
5. Except as agreed herein, this article in no way violates the Sheriff's absolute right to assign work.

**ARTICLE 30**

**RETIREMENT SYSTEM**

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

## **ARTICLE 31**

### REIMBURSEMENT ACCOUNTS

1. The Sheriff 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 32**

### SEVERABILITY CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental 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 33**

**DURATION**

1. This agreement shall be in full force and effect from the 1<sup>st</sup> of October 2009 until the 30<sup>th</sup> day of September 2012; provided, however, that the parties agree to annually negotiate Article 14, Wages for fiscal years 2010–2011 and 2011–2012; and provided further that the parties agree to annually afford each other the opportunity to re-open three (3) additional Articles for negotiation. In order to engage in negotiations prior to the expiration date of this agreement, either party must notify the other in writing, not more than one hundred twenty (120) days, and not less than ninety (90) days prior to the expiration date that it desires to engage in negotiations.
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 Public  
Employees Association

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

\_\_\_\_\_

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

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