

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

INTERNATIONAL UNION OF POLICE
ASSOCIATIONS, AFL-CIO, and JOHN
SZABO,

Case No. CA-2018-011

Charging Parties,

v.

VOLUSIA COUNTY,

Respondent.

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter the "Agreement") is entered into by and between Charging Parties, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO ("IUPA") and JOHN SZABO, and Respondent, VOLUSIA COUNTY.

Whereas Charging Parties filed an Unfair Labor Practice Charge against Respondent in this matter;

Whereas Respondent has denied the Unfair Labor Practice Charge; and

Whereas the parties desire to amicably resolve this matter;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Charging Parties shall withdraw their unfair labor practice charge in this matter with prejudice, with each party to bear their own costs and attorney's fees, upon execution of this Settlement Agreement by all parties below.

2. Effective upon the execution of this Settlement Agreement by all parties below, Respondent shall rescind John Szabo's termination and related discipline, mark as void any and

all documents in his personnel and/or Sheriff's Office record(s) related to his termination, and reinstate him to the position of Deputy Sheriff effective May 18, 2018. Respondent agrees that the Florida Department of Law Enforcement ("FDLE") CJSTC Form 61 ("Affidavit of Separation") that it submits in regard to John Szabo will, in response to number seven (7), indicate "7A. Administrative – Routine," "Voluntary separation not involving misconduct." If prior to the execution of this Agreement, Respondent had already submitted an FDLE CJSTC Form 61 in regard to John Szabo, which indicated a separation reason other than "Voluntary separation not involving misconduct," Respondent will file an amended FDLE CJSTC Form 61 that indicates, in response to number seven (7), indicate "7A. Administrative – Routine," "Voluntary separation not involving misconduct."

3. Respondent shall, at the same time as the payments are made for the next regular pay period following the execution of this Agreement by all parties below, provide John Szabo back pay in the amount of \$27,031.58 less applicable withholdings and taxes. This back pay amount includes all pay increases John Szabo would have received but for his termination from employment. No pension contributions will be made on the back pay amount.

4. Effective upon the execution of this Settlement Agreement by all parties below, John Szabo shall resign from employment with Respondent effective June 1, 2018. This resignation shall be irrevocable, and shall immediately and automatically occur upon his reinstatement effective June 1, 2018. John Szabo shall not apply for reinstatement, employment, or re-employment with Respondent during Michael Chitwood's tenure as Sheriff of the Volusia County Sheriff's Office.

5. Respondent shall, at the same time as the payments are made for the next regular pay period following the execution of this Agreement by all parties below, provide John Szabo leave payouts in the amount of \$5,956.24 less applicable withholdings and taxes. No pension contributions will be made on the leave payout amount.

6. Respondent shall, at the same time as the payments are made for the next regular pay period following the execution of this Agreement by all parties below, provide John Szabo with severance pay in the amount of \$9,322.12 (the equivalent of 6 weeks' pay) less applicable withholdings and taxes. No pension contributions will be made on the severance amount.

7. In consideration of the payments above, together with the covenants and agreements set forth herein, John Szabo, his heirs, assigns and representatives, do hereby release, acquit and forever discharge the Respondent and all related entities, and each and every one of its current and former elected and non-elected officials, officers, managers, employees, volunteers, insurers, representatives, agents, and attorneys, in their individual and representative capacities from any and all actions, claims, charges, damages, demands, expenses or costs of any nature arising from John Szabo's former employment with Respondent and separation from employment, whether known or unknown. This Waiver and Release includes, but is not limited to, any claim or lawsuit which has been or could have been brought as of the date of this Agreement under any constitutional provision, law, rule, or regulation and/or any applicable federal or state statute, or any local law or ordinance, including, but not limited to, any common law cause of action, including without limitation, claims for breach of contract, defamation, constitutional violation, collective bargaining agreement violation, wrongful discharge, unpaid wages or unpaid benefits, intentional or negligent retention of employees, fraudulent inducement or misrepresentation, claims for emotional distress or claims of personal injury of any type, and/or claims based upon any Respondent rule or policy. Notwithstanding the foregoing, Deputies, Sergeants and Lieutenants in their individual capacities only are excluded from this Waiver and Release.

8. By entering into this Agreement, Respondent admits no liability — and expressly denies any liability — of any kind in connection with this matter, or any other matter arising from John Szabo's former employment and separation therefrom with Respondent.

9. The parties agree that this Agreement fully and completely resolves the Unfair Labor Practice Charge in this matter.

10. The parties agree that other than the amounts specified herein John Szabo is owed no other wages, monies, sums, damages, contributions, benefit payouts, or amounts by Respondent.

11. The parties agree that they have entered into this Settlement Agreement knowingly, freely and voluntarily having had an opportunity to consult legal counsel.

12. Each of the undersigned warrants that he or she is authorized to execute this Agreement on behalf of the entity or individual identified.

13. The effective date of this Agreement shall be the date that it is executed by all parties below.

14. This Agreement constitutes the complete understanding between the Parties with regard to the resolution of this matter and takes priority over any other written or oral understanding or contract that may have existed in the past. Any and all prior agreements regarding the issues referenced in this Agreement are revoked and void. Any agreement to amend or modify the terms and conditions of this Agreement must be in writing and executed by all parties.

15. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement, as follows:

For Respondent:

By: _____

Interim County Manager

Date: _____

For John Szabo:

By: _____

John Szabo

Date: _____

For IUPA:

By: _____

Brodie Hughes, President, IUPA
Local 6035

Date: _____