



AGENDA REPORT
April 24, 2018

SUBJECT:

Labor Agreement with Brevard County Professional Firefighters Local 2969

FISCAL IMPACT:

Projected fiscal impact resulting from changes to Article 13 - Wages would add the following costs to current Fire Rescue payroll:

FY 18/19 - \$1,991,612

FY 19/20 - \$626,806

DEPT/OFFICE:

Human Resources

REQUESTED ACTION:

It is requested that the Board of County Commissioners ratify the tentatively agreed upon modifications to the various articles in the collective bargaining agreement presented herewith and authorize the County Manager to execute said labor agreement as provided for by Florida Statute Section 447.309.

SUMMARY EXPLANATION and BACKGROUND:

In accordance with the articles of the Collective Bargaining Agreement between the Brevard County Professional Firefighters Local 2969 and the Brevard County Board of County Commissioners, representatives of the International Association of Firefighters Local 2969 (IAFF) and the County Manager conducted negotiations in advance of the scheduled expiration of the 2014-2017 Collective Bargaining Agreement between the parties.

Negotiations began in February 2017, after several months of negotiating sessions the County and Union negotiating teams were at an impasse and requested intervention from a special magistrate to facilitate on going negotiations. The impasse process including mediation continued after the expiration of the current collective bargaining agreement (CBA) and resulted in a tentative agreement as recommended by the special magistrate and tentatively agreed to by both negotiating teams on April 17, 2018. That agreement is attached to this report. Tentatively agreed to modifications of various articles in the proposed agreement are outlined in the attached Executive Summary for review and approval by this Board.

The Tentative Agreement is a three (3) year contract that will become effective on October 1, 2018 and expire on September 30, 2021. In the first year of the Tentative

Agreement, Firefighter and Firemedics pay plan would be reduced from 18 steps to 15 steps with an average percentage increases between steps of 2.6%.

In addition, Paramedic incentives were increased by \$2500/yr; Lieutenants / Fire Inspectors / Dispatchers/ Dispatch Supervisors and Assistant Fire Marshals had 1.55% added to their base steps and a new Paramedic/EMT Only pay plan was created to allow for non-fire certified employees to be hired into these positions.

Year two (2) of the Tentative Agreement authorizes a one step increase for all bargaining unit members with more than 2 months service in their current step and a "me to" provision if additional COLA beyond 2.6% is awarded to non bargaining unit employees. Year three (3) will allow for a "wage opener" to be requested in order to negotiate wage issues for the last year of the CBA.

ATTACHMENTS:

Description

- ▢ **Tentative 2018-2021 CBA**
- ▢ **Executive Summary 2018 CBA**



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April 25, 2018

M E M O R A N D U M

TO: Jerry Visco, Human Resources Director

RE: Item V.D., Labor Agreement with Brevard County Professional Firefighters Local 2969

The Board of County Commissioners, in regular session on April 24, 2018, ratified the tentatively agreed upon modification to the various articles in the collective bargaining agreement presented; and authorized the County Manager to execute the said labor agreement as provided for by Florida Statute Section 447.309.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

cc: County Manager
Fire Rescue Director
Finance
Budget

Collective Bargaining Agreement

Between

Brevard County Board of County Commissioners

And

Brevard County Professional Firefighters Local 2969



Contract Years 2018-2021
Rank and File Agreement

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ARTICLE 1
Union Recognition

- 1.01 In accordance with the certification of the Public Employees Relations Commission in case No. RC-85-028 on August 20, 1985, and as modified in case No. 93-001 on May 26, 1993, the County recognizes the Union as the sole collective bargaining agent for the bargaining unit consisting of all permanent full time employees of Brevard County Fire Rescue, who are engaged in fire and medical services, in the occupation of Firefighters (including Recruits), Assistant Fire Marshal, Lieutenants, Paramedics, Emergency Medical Technicians, Emergency Vehicle Dispatchers, Emergency Vehicle Dispatcher Supervisors, Fire Prevention Inspectors, or in any occupation combining the duties of the foregoing occupations.
- 1.02 Wherever the term “employee”, “employees”, “unit member”, “unit members”, or “bargaining unit employees” may appear in this Agreement, the term shall mean those employees in the above described bargaining unit.
- 1.03 No other persons employed by the County are represented by the Union.
- 1.04 The Union recognizes that the County Manager and designees are the collective bargaining representatives for the County. The Union further recognizes its obligation to bargain solely and exclusively with the County Manager and/or designees, and to refrain from any direct negotiations with the legislative body of the County (County Commission) or any of its members regarding work related issues.

ARTICLE 2
COMPLIANCE WITH EMPLOYMENT LAWS

The County agrees to adhere to all applicable federal and State laws, including the FLSA and equal employment laws, as well as County policies prohibiting discrimination and retaliation. Should the County propose to change any current policy or practice applicable to Fire Rescue in order to comply with the provisions of Federal and State employment laws, the County will provide the Union sixty (60) days notice of any proposed change prior to its implementation. Such notification shall also be accompanied with supporting documentation stating the basis for the change in a current practice, policy or specific provision of the Agreement.

**ARTICLE 3
MANAGEMENT RIGHTS**

- 3.01 Reservation of Rights. The County reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of the Agreement.
- 3.02 The Union and the employees covered under this Agreement recognize and agree that the County has the exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the County specifically, but not by way of limitation, reserves the exclusive right to:
- A. exercise complete and unhampered control to manage, direct, and totally supervise all employees of the County;
 - B. decide the scope of service to be performed and the method of service;
 - C. take whatever action may be necessary to carry out the mission and responsibility of the County in unusual and/or emergency situations;
 - D. schedule and assign the work to the employees and determine the size and composition of the work force;
 - E. determine the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
 - F. to recruit, hire and/or otherwise determine the criteria and standards of selection for employment;
 - G. determine the number, grade, and types of positions, in any pay plan which is or may be developed by the County;
 - H. fire, demote, suspend or otherwise discipline for just cause;
 - I. set procedures and standards to evaluate the job performance of all County employees;
 - J. determine the allocation and content of job classifications and determine all training parameters for all bargaining unit positions, including persons to be trained and extent and frequency of training;
 - K. modify operations, temporarily or permanently, in whole or part, whenever, in the sole discretion of the County, good business judgment makes such modification advisable;
 - L. determine the number, location and operation of all departments and divisions thereof;
 - M. establish, amend, revise and implement any program and/or procedures; modify the structure of any County division, function or any personnel amendment to or required by any function or department;
 - N. control the use of equipment and property of the County;
 - O. determine the number and rank of employees assigned to a particular unit or station.
- 3.03 The above rights of the County are not all inclusive but indicate the type of matters or rights, which belong to and are inherent in the County in its general capacity as management. Any of the rights, powers and authority that the County had prior to entering into this collective bargaining agreement are retained by the County.

The exercise of the above rights by the County does not preclude employees or their representatives from raising a grievance should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.

- 3.04 If the County fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the County's right to exercise any or all of such functions. This provision shall not be selectively enforced to unlawfully discriminate against the union or any unit member.

**ARTICLE 4
GOVERNING DOCUMENTS**

- 4.01 The Fire Chief, or designee, shall retain the exclusive right to add to, delete, or modify Standard Operating Procedures/Guidelines, Departmental Rules and Regulations, General Orders or similar directives where such documents impact the standards of services to be offered to the public, exercise control or discretion over the organization, including the conduct of its members, impact its substantive benefits granted under the terms of this Agreement. The exercise of such rights shall not preclude unit members or their representatives from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.
- 4.02 In the absence of life safety issues, any modifications via Email of Standard Operating Procedures/Guidelines or Departmental Rules and Regulations or General Orders, provided for under Section 4.01 above shall be provided to the Union, in writing, and posted at all worksites, at least thirty (30) days prior to the proposed implementation.
- 4.03 If any conflict(s) occur between this Agreement and Departmental Rules and Regulations, Standard Operating Procedures, and Merit System Policies and Procedures, and other documents noted above in paragraph 4.01, this Agreement shall take precedence. The generally accepted hierarchy of application shall be: The current collective bargaining agreement; Merit System Policies and Procedures/Countywide Administrative Policies and Procedures; applicable departmental documents such as:
- Rules and Regulations: Specifically, the Rules and Regulations for the governing of the Fire Rescue Department.
- SOGs/SOPs: (Standard Operating Guidelines/Standard Operating Procedures) Printed orders of a permanent nature, generally informational, setting forth the conduct concerning the specific circumstances or situations and having the effect and force of the Rules and Regulations.
- General Orders: Printed orders of a permanent nature published to augment and supplement the Rules and Regulations for the governing of the Department and having the effect and force thereof.
- Bulletins: Printed orders of a temporary nature for a specific date or dates which expire after such date including temporary informational publications for the instruction, enlightenment and notice of members
- Brevard County Fire Rescue Standing Orders: Standards set forth by the Medical Director of the Department for the care and treatment of the acutely ill or traumatic patient. These procedures may only be carried out by a State Certified Paramedic and/or a State Certified EMT who are approved to do so by the Medical Director and Office of Emergency Medical Services for the Department.
- 4.04 In the event the County proposes to change or formulate a Departmental Rule, Regulation or Standard Operating Procedure/Guideline, including other documents noted under Section 4.01 above, and to the extend the Union believes their rights under this agreement have been violated, the Union may proceed to arbitration by providing the County with written notice of its exercise of this provision within fourteen (14) days of receipt of the written notification of the proposed change. The procedures contained in Article 39: Grievances and Arbitration for arbitration shall be utilized.
- 4.05 Unit members shall comply with all Departmental Rules and Regulations and Standard Operating Procedures/Guidelines and other lawful orders and directives issued by the department or its agents
- 4.06 If in the sole discretion of the County Manager, or in his/her absence, the County Official so designated by law to act in his/her absence, it is officially declared that civil emergency conditions exist, including but not limited to, riots, civil disorders, or hurricane conditions, the provisions of this Agreement may be suspended

during the time of the declared emergency, provided that wage rates and monetary benefits shall not be suspended.

4.07 Nothing in this Article shall preclude the Union from bargaining or the County from directing the workforce, as otherwise provided by law.

ARTICLE 5
PREVAILING RIGHTS

All rights, benefits and working conditions enjoyed by the unit members at the time this Agreement takes effect, which are not included in this Agreement, and are known to Management, and which do not infringe upon Management Rights consistent with this Agreement or pursuant to Florida law, shall not be changed arbitrarily or capriciously. Any modifications to these benefits and working conditions, as defined by this Article, shall be provided to the Union, in writing and posted at all worksites, at least thirty (30) days prior to the proposed date of implementation.

**ARTICLE 6
UNION ACTIVITIES**

6.01 Non-Discrimination

Neither the County nor the Union shall discriminate for or against any unit member by reason of his/her membership or non-membership in, or lawful activities on behalf of or in opposition to, the Union.

6.02 Representatives: Conducting Union Business

Employee Union representatives that are Executive Board members or alternates, as designated by the Union, will conduct business of the Union during non-working time to the maximum extent possible. Union representatives will be allowed a reasonable opportunity to investigate and process properly filed grievances and pre-disciplinary hearings on working time as approved by the Fire Chief, or designee. A representative may not utilize time during duty hours for any other Union related business or activity unless prior authorization is obtained.

6.03 Union Function Attendance

The Union President shall designate the unit member(s) who may be granted time off without pay, use annual leave, use shift exchanges or Union Time Pool at the Union's discretion to attend Union functions such as seminars, scheduled Union meetings schools and conventions provided adequate notice is given to, and permission received from, the Fire Chief, or designee, and such permission shall not be unreasonably withheld.

6.04 Union Negotiation Team

The Union shall designate the official Union negotiation's team members. Four (4) Union Members, designated by the Union in writing, in addition to the President, shall be compensated with their normal rate of pay and benefits for all regular hours while attending negotiations (i.e., negotiation sessions, mutually agreed upon caucus and pre- and post-session team meetings), provided negotiations are conducted during the Union Members' normal regular shift. Other members of the Union negotiation team may use shift exchanges, and annual leave. The Union Time Pool may be used, at the Union's discretion, to attend negotiations.

6.05 Representatives: Executive Board Sessions

The Union may designate a maximum of nine (9) Executive Board members and/or appointed Union representatives for the purpose of attending regularly scheduled Executive Board sessions. The Union shall provide the Fire Chief and the Human Resources Director a listing by name and title of the designated individuals. This list shall be provided annually before October 1st and shall be updated whenever the list is modified. Written notification of any regular scheduled Executive Board sessions shall be provided to the Staffing Office at least two (2) weeks in advance for any executive board member who will be required to attend while on duty, utilizing union time pool hours. For emergency Executive Board sessions, notice shall be provided as soon as possible prior to the session.

6.07 Representatives: Grievances and Pre-Disciplinary Hearings

The Union shall designate, in writing, to the Fire Chief, or designee, no less than three (3) Union members who shall serve as Union representatives and Grievance and Pre-Disciplinary Hearing representatives. Said representatives may be allowed time off utilizing union time pool hours for grievance related and pre-disciplinary activities subject to prior approval of the Department.

6.08 Representatives: Labor Management Committee

The Union shall designate, in writing, to the Fire Chief, or designee, three (3) unit members who shall serve and be allowed time off utilizing union time pool hours as Union representatives to attend meetings with the County, scheduled by the Fire Chief, or designee, where either the Union or the County have labor management issues either party wishes to discuss.

6.09 Union Time Pool

A. In accordance with article 7.01, the County is authorized to, and charged with the duty to, deduct one (1) hour of annual leave from every unit members' leave bank and deposit it into the Union Time Pool during the first full pay period of the calendar year. The Union reserves the right to have the County deduct an additional 0.5 hours of annual leave once annually. The request shall be in writing to the Fire Chief thirty (30) days prior to the requested deduction of time.

The Union agrees that it shall hold the County safe and harmless and shall indemnify the County against any claims or litigation made against the County or its personnel for donations to the Union Time Pool.

B. Leave donations of either annual leave at 100% of hours donated or pro rata sick leave in accordance with Article 20.11 may be made by unit members who are otherwise eligible for leave payout upon separation (leaving in good standing) to the Union Time Pool. If the unit member who donates leave separates from employment the donation will be subject to the deduction of any money owed to the County for equipment not returned or for money owed to the County pursuant to an agreement/MOU with the County.

C. The Time Pool may be drawn upon at the discretion of the Union President for use by a designated unit member(s), subject to the approval of the Fire Chief, or designee, in increments of quarter ($\frac{1}{4}$) hours to conduct the business of the Union. Denials of such leave shall be provided to the Union President in writing. Time Pool leave shall not be available for sell back. Time Pool leave in excess of 850 hours on January 1st of each year shall be lost. All requests for leave shall be in compliance with all other provisions of Article 19, including approval by the Deputy Chief, or designee.

D. Any injury received or accident incurred by a Union member whose time is being paid for by the Union Time Pool, or while engaged in activities paid for by the Union Time Pool shall not be considered a line of duty injury, nor shall such injury or accident be considered to have been incurred in the course and scope of employment by the County within the meaning of Chapter 440, Florida Statutes, as amended. This section shall not include benefits obtainable through Florida Statutes 112.181.

E. During the first full pay period of the calendar year the County shall place an additional fifty (50) hours of leave into the Union Time Pool.

F. The Union President or designee shall validate any claims in question.

**ARTICLE 7
DUES DEDUCTION**

- 7.01 The County agrees to deduct from the pay of unit members dues and assessments as imposed on its members by the Union, in amounts certified to be current by the Treasurer of the Union. Dues, initiation fees and assessments shall be deducted from each unit member after the unit member requests such deductions in writing, on a form approved by the County and Union. The one time ten dollar (\$10.00) initiation fee will be deducted in addition to the new members' first payroll deduction. A signed dues deduction form received by the Office of Human Resources will be processed within thirty (30) days of receipt. Dues and assessments shall be deducted in each of 24 pay periods in a 26 pay period year. No dues or assessments shall occur during the third pay period ending in each of two (2) months during the year.
- A. No deduction shall be made for, fines, or penalties.
 - B. In the event the amount of funds to be deducted is changed, the Union agrees to notify the Office of Human Resources of such change, in writing, at least thirty (30) days in advance of the scheduled change, so as to permit the necessary administrative or technical adjustments.
 - C. The County remittance will be deemed correct if the Union does not give written objection to the County within thirty (30) days after the remittance is sent. Such notice of objection must state in detail the basis for the claim that the remittance is incorrect.

7.02 Deduction Exemption

Unit members shall not have dues deducted in the final payroll period when they are known by the Office of Human Resources to be terminating their employment with the County.

Deductions shall not be withheld from the pay of a unit member for any payroll period in which the unit member's net earnings for the payroll period, after other deductions, is less than the amount of dues to be deducted.

7.03 Revocation

Any Union member may revoke his/her authorization to deduct Union dues by submitting the prescribed deduction revocation form to the Office of Human Resources. Human Resources will stop the deduction within thirty (30) days of receipt of the revocation authorization.

The County's Office of Human Resources shall forward a copy of the completed deduction revocation form to the Union within thirty (30) days of receipt from the member.

7.04 Indemnification

The Union agrees that it shall hold the County safe and harmless and shall indemnify the County against any claims or litigation made against the County or its personnel for deducting Union dues as the County relies upon signed authorization forms to fulfill this Agreement.

**ARTICLE 8
UNION COMMUNICATIONS**

- 8.01 The County agrees to furnish space on suitable bulletin boards in convenient places in each station and the Dispatch Center, as well as, an information link and page on the Fire Rescue resource page to be used by the Union. Alternately, the Union may provide a bulletin board, at its own expense. Such bulletin board shall not exceed twelve (12) square feet in area and shall be located in non-public, employee areas.
- 8.02 The Union shall limit its posting of notices and bulletins to these bulletin boards. Disagreements concerning the amount of space will be decided by the Fire Chief, or designee.
- 8.03 Material placed on the bulletin boards or resource page by the Union shall contain a Union Officer's signature, initials or by some other means indicate it is Union sanctioned and shall not contain political or controversial matters, or material tending to directly or indirectly disparage or demean the County or any of its elected officials, employees, or officers, or other Federal, State, or County agencies. Postings that violate this Article may be immediately removed by the Fire Chief or designee. The individual(s) responsible for the violation may be subject to progressive discipline.
- 8.04 Scope of Use: The Union may use the bulletin board space or email system as follows, provided that notices are not derogatory to the County. The County, through the Fire Chief, retains the exclusive right to determine when such notice is derogatory:
 - A. Notices of Union meetings;
 - B. Results of Union elections or appointments;
 - C. Minutes of Union meetings;
 - D. Notices of Union recreation and social affairs;
 - E. Other notices of official Union business;
 - F. Other matters approved, in advance, and initialed by the Fire Chief, or designee;
- 8.05 The County extends to the Union, the privilege to use the County computer system, including the contents of electronic communications, consistent with the requirements set forth in 8.03.

ARTICLE 9
COPIES OF IMPORTANT DOCUMENTS

- 9.01 The County agrees to provide and maintain one (1) copy of all current documents pertaining to Brevard County Fire Rescue at each fire station, fire prevention, and Dispatch Center. Said documents shall include all documents referenced in Article 4 of this agreement.
- 9.02 The County shall provide copies of any changes to the above documents upon the adoption of said changes and distribute the changes to each fire station, fire prevention, and Dispatch Center.
- 9.03 Both parties agree that, if available, electronic rather than hard copies may be substituted for all “documents” noted in this Article.

ARTICLE 10
LICENSES AND QUALIFICATIONS

- 10.01 The Union agrees that it is a condition of employment that each unit member acquire and maintain the State and County certifications or qualifications required for his/her given job classifications.
- 10.02 A current copy of all required licenses shall be provided to the County by each employee and kept on file with the Professional Development section. Failure to obtain or retain the necessary State and/or County certifications or qualifications will result in automatic suspension, without pay, until the State and/or County certifications or qualifications are obtained or reinstated, but such suspension shall not exceed thirty (30) calendar days. At the end of the thirty (30) calendar day period, after appropriate hearing, the suspension will be converted to a discharge, if the unit member cannot provide proof that such certifications/qualifications are reinstated or were not obtained for good cause, as determined in sole discretion of the Fire Chief.
- 10.03 Unit members who have had their driver's license suspended, revoked, or restricted (except in accordance with F.S. 322.271 (1) (c)) for any reason, shall either use annual leave, shift trades or in the sole discretion of Management, be placed on unpaid leave not to exceed thirty (30) days until his/her license has been reinstated or a work permit issued. Unit members must notify an on duty Chief Officer within 48 hours of the suspension, revocation, or restriction of their license. At the end of the thirty (30) day period, after appropriate hearing, the unpaid leave will be converted to a discharge if the unit member cannot provide proof of a valid driver's license. This provision shall not apply to Emergency Vehicle Dispatchers.
- 10.04 Unit members who have an Interlock Device restriction placed upon their license, as a result of an arrest or violation of a criminal statute or a statute falling under Title XXIII of the Florida Statutes, or comparable statute of any other state shall either use annual leave or in the sole discretion of Management, be placed on unpaid leave not to exceed thirty (30) days until the restriction is removed. At the end of the thirty (30) day period, if the restriction has not been removed and after appropriate hearing, the leave/absence will be converted to a discharge. This provision shall not apply to Emergency Vehicle Dispatchers.
- 10.05 The County will, when feasible, agree to modifications in the work schedule of a unit member to permit attendance of schools for the furtherance of training or education related to fire and medical services for courses which the County is unable to provide where there is no additional cost to the County and there is an adequate qualified unit member available to work the schedules as required.
- 10.06 The County, in good faith, will attempt to provide at least one opportunity for required training and/or courses, necessary to maintain a Unit member's State EMT or Paramedic license, Special Operations Technician (SOT) certification courses in accordance with Article 67, or any other department required certifications, licenses or credentials.
- 10.07 Unit members retain the right to recertify licenses, certifications or credentials through outside State approved courses at their own expense.

**ARTICLE 11
PRECEPTOR**

The precepting of in-house students and recruits is considered an integral part of all unit members' job duties. Unit members who precept during any shift shall be compensated for instruction. For purposes of this Article the unit member providing the training shall be called a Preceptor.

11.01 Outside Agency Students

- A. Preceptors shall be paid at the rate of \$2.00 per hour.
- B. Pay shall be calculated by how many hours the student has completed for each shift, and the Preceptor has completed and signed the student's evaluation for that date.
- C. Preceptor duty under this section shall be voluntary.

11.02 BCFR Employees, In House Programs, Paramedic Solo Evaluation, Remediation, and Orientation for the Shifts of New Hires

- A. Preceptors shall be paid at a rate of \$2.00 per hour.
- B. Pay shall be calculated by how many hours the student or new hire has completed for the shifts in which the Preceptor has signed an evaluation.

11.03 Preceptor receiving new hire shall submit copies of evaluations to ensure proper payment.

11.04 Solo Process, dispatch orientation, and inspector orientation for current and new employees shall define examples of "in house programs".

**ARTICLE 12
PHYSICAL EXAMINATIONS**

- 12.01 Brevard County Fire Rescue agrees to provide an annual pulmonary and physical examination for all bargaining unit members required to wear a respirator that shall include, but is not limited to:
- A. EKG
 - B. Audio Screening Test
 - C. Vision Test
 - D. Chest X-Ray (optional)
 - E. Blood Analysis (testing deemed necessary by the physician)
 - F. Urinalysis
 - G. Spirometer test
 - H. Non-nuclear exercise stress test with a baseline established at date of hire and then conducted annually.

SOT 1 and SOT2 personnel shall have Haz-Mat blood work drawn and tested every two (2) years. This blood work will mirror any State and/or Federal guidelines established at the time the blood work is drawn. A baseline will be established with the implementation of this contract.

Mandatory fitness for duty testing that is required by the department and completed by a County designated physician or medical authority shall be paid by the County.

- 12.02 Unit members will receive a one-time baseline Hepatitis C screening.
- 12.03 A unit member, who is required to submit to a yearly physical while off duty, shall receive a minimum flat rate of three (3) hours straight time or time spent from arrival at the appointment to departure at the applicable straight time or overtime rate, whichever is greater. A unit member, who is required to submit to any County mandated medical testing, including a stress test not performed the day of the member's yearly physical, shall receive a minimum flat rate of three (3) hours straight time or time spent from arrival at the appointment to departure at the applicable rate of pay, whichever is greater.
- 12.04 The examining physician shall be a licensed medical doctor qualified to provide professional medical expertise in the area of occupational safety and health and must provide the needed consistency required by O.S.H.A. The selection process for the physician shall include input from the Union.
- 12.05 The Assistant Fire Chief of Professional Development Section shall be responsible for the annual medical physical examination records in the unit member's medical file. The Department Health Officer and other senior Fire Rescue Department staff may access these records for medical related employment issues. A unit member may obtain a copy of his/her annual physical through the contracted physician's office.
- 12.05 All employees required to wear a respirator must complete the department's approved annual physical in its entirety as specified in 12.01, by the department's designated vendor as a condition of continued employment.
- 12.06 Fire inspectors who wish to participate in the County physical may do so, at the County's expense, if they notify the Office of Professional Development during January of that year.

ARTICLE 13
WAGES

- 13.01 All unit members who meet the overall performance evaluation level of at least "Meets Expectations" shall step in each of the first two (2) years of the agreement (years 2018/2019 and 2019/2020) during the first full pay period in October regardless of their step date, providing they have completed at least two (2) months in their current step. The step date is defined as their applicable hire or promotional date.

If the BOCC approves cost of living (COLA) increases for non-bargaining unit employees which is in excess of the step increase, each step increase will be adjusted to equate to the non-bargaining unit COLA. Should a tiered percentage COLA be set in place for non-bargaining unit employees the average of the tiered percentage increase shall be utilized to calculate the individual step increase.

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13.02 Step Increase and Performance Appraisals

- A. Unit members will not move to the next step or receive a COLA increase following the termination of this agreement if there is not a ratified or imposed collective bargaining unit agreement in place when the step is to occur. Negotiations for the new agreement shall begin in October 2020. Any subsequent step movement shall be in accordance with the ratified contract language adopted after the step date or in accordance with any wage increase or decrease imposed by the Commission as a part of the F.S. Chapter 447 impasse resolution procedure. Should no impasse resolution be reached prior to 6 months following the start of negotiations both the union and County agree to proceed to expedited impasse hearing process completed no later than four (4) months prior to the expiration of this agreement or if agreed upon make a direct appeal to the BOCC for resolution..
- B. Should no agreement on the year three (3) wage opener (as identified in Article 70) be reached prior to 6 months following the start of negotiations both the union and County agree to proceed to expedited impasse hearing process completed no later than four (4) months prior to the expiration of this agreement or if agreed upon make a direct appeal to the BOCC for resolution.
- C. Unit members may move to the next step in their respective Step Plan provided an overall performance evaluation level of at least "Meets Expectations" is attained.
- D. Unit members shall be evaluated by their immediate supervisor.
- E. Supervisors will be required to complete their unit member's evaluations as required by the County. Failure of a supervisor to complete a timely evaluation will not delay the unit member's step increase or longevity lump sum payment.
- F. In the event a unit member is denied a step increase because the performance evaluation is below the "Meets Expectations" level, the member shall receive, from his/her respective evaluator, the specific reason(s) for receiving the less than "Meets Expectations" level in writing and the specific course of corrective action that must be met in order to achieve the level of "Meets Expectations" as per the prescribed criteria. A unit member will not receive a step increase until a successful re-evaluation occurs.
- G. The re-evaluation shall occur every sixty (60) days or until the unit member attains a performance evaluation level of "Meets Expectations". The unit member must attain the "Meets Expectations" performance evaluation level within one hundred and twenty (120) days of the original evaluation date in order to receive the merit step increase. Upon receiving a performance evaluation level of at least "Meets Expectations", the unit member shall receive a step increase. Such a re-evaluation shall not change the unit member's anniversary date or next performance evaluation date.

13.03 Longevity

Annual longevity payment will be made in accordance to the following:

Firefighter -	\$1,850
Lieutenant -	\$2,000
Inspector -	\$2,000
Dispatcher -	\$1,850
Dispatch Supervisor -	\$2,000
Assistant Fire Marshal -	\$2,000

Payment will be made once the Bargaining Unit member reaches the one (1) year anniversary and each year thereafter following their top step. Payment shall be made in the first full pay period in November each year or upon separation in good standing.

13.04 Promotional Step Increase

Unit members who are promoted to a higher rank shall be placed in the starting step for the respective promotional rank. In the event a unit member is in the top step of the unit member rank's Step Pay Plan at the time of promotion, he/she shall be advanced to the top step necessary to provide a minimum 10% increase. Promotional increase will be calculated on member's base salary without incentives or holiday pay.

13.05 Certification, Incentive Pay and Shift Differentials

- A. Unit members who are or who become a Special Operations team (SOT-2) member shall receive a \$0.72 per hour increase above base pay, while an SOT member.
- B. Any unit member who is certified by the Department as a Haz-mat Technician will receive a \$0.25 hour incentive (SOT-1).
- C. Any unit member who is a Haz-mat Technician working on SOT for overtime, will receive the full \$0.72 per hour incentive (in lieu of the above \$0.25 incentive) along with their time and a half pay for working overtime (SOT-2).
- D. Firefighters, Dispatchers and Inspectors, who currently hold or subsequently obtain a Fire Officer 1 (FO1) certification and who do not hold the rank of Lieutenant shall receive a \$0.36 per hour increase above base pay.
- E. Inspectors who currently hold or subsequently obtain an Emergency Medical Technician (EMT) certification shall receive a \$0.55 per hour increase above base pay. Inspectors who currently hold or subsequently obtain a Paramedic certification shall receive a \$1.00 per hour increase above base pay.
- F. A Dispatcher and Dispatcher Supervisor who works during the hours beginning at 4:00 pm and ends at 12:00 am shall receive a \$0.45 per hour increase above base pay.
- G. A Dispatcher and Dispatch Supervisor who works during the hours that begin at 12:00 am and end at 8:00 am shall receive a \$0.60 per hour increase above base pay.
- H. Unit members who are fluent in a second language as approved by Management and tested through the agency's vendor or other current employees of Brevard County approved by management who are fluent in the selected language, will receive \$0.10 per hour. Unit members may receive this incentive for up to three (3) languages (not to include dialect changes). By accepting this incentive this unit member agrees to be reasonably available to the County in order to provide translation services.

- I. Those unit members with the State Driver Engineer's Certificate will receive \$0.25 per hour.
- J. The FY 2017/2018 Wildland Firefighter Certification Incentive shall be paid in the first pay period of December 2018 to all certified unit members employed at that time. The incentive is \$650.00 for the Arduous Pack Test, \$500.00 for the Moderate Pack Test, (normal Department Standard). This is an annual lump sum payment. Management may allow specific currently employed Unit Members, and those that meet the Department's exceptions program to receive the full benefit of the Arduous Pack Test while only participating in the Moderate Pack Test. Employees with ten (10) or more years of service and/or have reached forty (40) years of age will qualify to take the moderate pack test, provided they have taken and passed the Arduous test at least one (1) time previously, and still receive the full \$650.00 incentive. Following the December 2018 payment this incentive will cease to exist.
- K. Fire Inspectors who achieve "State of Florida Fire Inspector 2" certification shall receive \$0.50 per hour increase above base pay.
- L. Unit members in the position of Assistant Fire Marshal who achieve "State of Florida Investigator I" certification shall receive \$0.75 per hour increase above base pay.
- M. All dispatchers and dispatch supervisors who are or become certified as a Public Safety Telecommunicator (PST) shall receive a \$1.60/hour incentive.
- N. All dispatchers or dispatch supervisors who are certified by the department as a Certified Training Officer (CTO) shall receive a \$0.25/hour incentive. It is understood that this incentive is received even when the unit member is not currently assigned for training purposes. It is also understood that this incentive is received in addition to any other training incentives, including but not limited to preceptor pay. All communications unit members who receive the CTO incentive shall agree to act in the role of a CTO when directed to do so.

13.06 Step Plan Adjustment Due to Transfers

Unit members who perform a lateral transfer within Brevard County Fire Rescue (i.e. Dispatcher to Firefighter) will be placed into the corresponding step with the applicable increase or decrease to salary.

13.07 De-Incentive Pay

- A. In the event a unit member is not certified as a FM2 (Solo) but is certified as a FM1, the value of the respective Salary Step shall be reduced by \$1.00 per hour for Firefighters and Lieutenants.
- B. The certification of Fire Officer 1 (FO1) is recognized as incorporated into the Salary Step Plan for the rank of Lieutenant. In the event a Lieutenant is not certified as an FO1, the value of the respective Salary Step shall be reduced by \$0.36 per hour. Those unit members who are currently grandfathered from having an FO1 certification shall continue the exclusion at their discretion.

13.08 Florida Retirement System (FRS)

It is the intent of the parties that all payments under this Article shall be pensionable under the Florida Retirement System (FRS) in accordance with FRS rules and regulations.

13.09 Verification for Hourly Rate Accuracy

To aid the unit member in verification of the accuracy of their hourly pay rate, all pay stubs shall visibly reflect the member's hourly rate of pay, including all incentives and de-incentives that apply at the end of the pay period.

13.10 Members working special assignment (40 hour week)

Field unit members who are normally assigned to a 24/48 schedule and are working a temporary special assignment on a 40 hour week shall receive a 10% increase to their base pay. The increase shall only apply to the hours worked during the special assignment. The hourly base pay rate used will be the base rate after adjustment from the shift schedule (56 hour week) to the 40 hour work week. The 10% pay increase is not applicable to a unit member performing a light duty assignment, unless specifically designated by the Fire Chief.

Rank & File
2018/2021 Pay Plan
Firefighters
Effective 10/6/2018

Holidays	11
FF Long	\$1,850.00
LT Long	\$2,000.00
Temp Long	\$2,000.00
Disp Long	\$1,850.00
Disp-Sup Long	\$2,000.00

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
FM2 Pay Plan																
Hourly Rate	\$13.86	\$14.16	\$14.46	\$14.77	\$15.09	\$15.39	\$15.70	\$16.02	\$16.34	\$16.68	\$17.02	\$17.35	\$17.69	\$18.04	\$18.44	\$19.30
Base Annual	\$41,735.07	\$42,625.18	\$43,538.44	\$44,475.44	\$45,436.80	\$46,347.28	\$47,279.62	\$48,234.33	\$49,211.95	\$50,213.04	\$51,238.15	\$52,244.13	\$53,273.24	\$54,326.03	\$56,128.83	\$58,122.61
FM2 Holiday	\$1,707.66	\$1,744.08	\$1,781.45	\$1,819.79	\$1,859.12	\$1,896.37	\$1,934.52	\$1,973.59	\$2,013.59	\$2,054.55	\$2,096.49	\$2,137.65	\$2,179.76	\$2,222.84	\$2,296.60	\$2,378.18
FM2 Annual	\$43,442.73	\$44,369.26	\$45,319.88	\$46,295.22	\$47,295.92	\$48,243.66	\$49,214.14	\$50,207.91	\$51,225.54	\$52,267.59	\$53,334.64	\$54,381.78	\$55,453.00	\$56,548.86	\$58,425.43	\$60,500.79
FF/EMT Pay Plan																
Hourly Rate	\$11.37	\$11.67	\$11.97	\$12.28	\$12.60	\$12.90	\$13.21	\$13.53	\$13.85	\$14.19	\$14.53	\$14.86	\$15.20	\$15.55	\$16.15	\$16.81
Base Annual	\$34,235.07	\$35,125.18	\$36,038.44	\$36,975.44	\$37,936.80	\$38,847.28	\$39,779.62	\$40,734.33	\$41,711.95	\$42,713.04	\$43,738.15	\$44,744.13	\$45,773.24	\$46,826.03	\$48,628.83	\$50,622.61
FF/EMT Holiday	\$1,400.78	\$1,437.20	\$1,474.57	\$1,512.91	\$1,552.25	\$1,593.50	\$1,627.65	\$1,666.71	\$1,706.71	\$1,747.67	\$1,789.62	\$1,830.78	\$1,872.89	\$1,915.96	\$1,989.73	\$2,071.31
FF/EMT Annual	\$35,635.85	\$36,562.39	\$37,513.01	\$38,488.35	\$39,489.04	\$40,436.78	\$41,407.26	\$42,401.04	\$43,418.66	\$44,441.71	\$45,527.77	\$46,574.91	\$47,646.13	\$48,741.99	\$50,618.56	\$52,693.92

Rank & File
2018/2021 Pay Plan
Lieutenants & Inspectors
Effective 10/6/2018

Holidays	11
FF Long	\$1,850.00
LT Long	\$2,000.00
Temp Long	\$2,000.00
Disp Long	\$1,850.00
Disp-Sup Long	\$2,000.00

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
LTM2 Pay Plan													
Hourly Rate	\$18.57	\$18.89	\$19.22	\$19.56	\$19.90	\$20.25	\$20.61	\$20.97	\$21.34	\$21.71	\$22.10	\$22.49	\$22.89
Base Annual	\$55,916.88	\$56,885.22	\$57,872.92	\$58,897.77	\$59,925.73	\$60,974.24	\$62,043.72	\$63,134.60	\$64,247.29	\$65,382.24	\$66,539.88	\$67,720.68	\$68,925.09
LTM2 Holiday	\$2,287.93	\$2,327.55	\$2,367.97	\$2,409.90	\$2,453.96	\$2,499.86	\$2,538.62	\$2,581.26	\$2,628.78	\$2,675.22	\$2,722.59	\$2,770.90	\$2,820.18
LTM2 Annual	\$58,204.81	\$59,212.77	\$60,240.89	\$61,307.67	\$62,377.68	\$63,469.10	\$64,582.35	\$65,717.85	\$66,876.07	\$68,057.46	\$69,262.47	\$70,491.58	\$71,745.28
LTEM2 Pay Plan													
Hourly Rate	\$16.08	\$16.40	\$16.72	\$17.07	\$17.41	\$17.76	\$18.11	\$18.48	\$18.85	\$19.22	\$19.61	\$20.00	\$20.40
Base Annual	\$48,416.88	\$49,385.22	\$50,372.92	\$51,397.77	\$52,425.73	\$53,474.24	\$54,543.72	\$55,634.60	\$56,747.29	\$57,882.24	\$59,039.88	\$60,220.68	\$61,425.09
LTEM2 Holiday	\$1,910.06	\$1,950.68	\$1,991.09	\$2,032.02	\$2,073.36	\$2,115.10	\$2,157.36	\$2,200.16	\$2,243.50	\$2,287.40	\$2,331.87	\$2,376.90	\$2,422.50
LTEM2 Annual	\$50,326.94	\$51,335.90	\$52,344.01	\$53,370.79	\$54,416.08	\$55,469.94	\$56,531.66	\$57,602.36	\$58,682.20	\$59,770.64	\$60,867.69	\$62,071.59	\$63,284.59

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Insps Pay Plan																			
Hourly Rate	\$16.99	\$17.41	\$17.85	\$18.30	\$18.75	\$19.20	\$19.70	\$20.19	\$20.70	\$21.22	\$21.75	\$22.29	\$22.85	\$23.42	\$24.01	\$24.61	\$25.22	\$25.85	\$26.50
Base Annual	\$39,337.76	\$40,821.22	\$42,316.75	\$43,804.92	\$45,296.29	\$46,791.45	\$48,290.99	\$49,795.65	\$51,305.65	\$52,820.44	\$54,340.44	\$55,865.22	\$57,395.38	\$58,930.43	\$60,470.93	\$62,017.43	\$63,569.43	\$65,127.43	\$66,691.43

Rank & File
2018/2021 Pay Plan
Dispatchers
Effective 10/6/2018

Holidays	11
FF Long	\$1,850.00
LT Long	\$2,000.00
Insp Long	\$2,000.00
Disp Long	\$1,850.00
DispSup Long	\$2,000.00

DISPATCHERS:

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
EVD/EMD Plan		\$14.15	\$14.54	\$14.95	\$15.37	\$15.80	\$16.24	\$16.69	\$17.16	\$17.64	\$18.14	\$18.64	\$19.17	\$19.70
Hourly Rate	\$13.76	\$14.15	\$14.54	\$14.95	\$15.37	\$15.80	\$16.24	\$16.69	\$17.16	\$17.64	\$18.14	\$18.64	\$19.17	\$19.70
Base Annual	\$28,620.85	\$29,422.24	\$30,246.06	\$31,092.95	\$31,963.55	\$32,858.53	\$33,778.57	\$34,724.37	\$35,696.65	\$36,696.16	\$37,723.65	\$38,779.91	\$39,865.75	\$40,981.99
EVD/EMD Holiday	\$1,210.88	\$1,244.79	\$1,279.64	\$1,315.47	\$1,352.30	\$1,390.17	\$1,429.09	\$1,469.11	\$1,510.24	\$1,552.53	\$1,596.00	\$1,640.69	\$1,686.63	\$1,733.85
EVD/EMD Annual	\$29,831.73	\$30,667.02	\$31,525.70	\$32,408.42	\$33,315.85	\$34,248.70	\$35,207.66	\$36,193.48	\$37,206.89	\$38,248.69	\$39,319.65	\$40,420.60	\$41,552.38	\$42,715.84

Rank & File
2018/2021 Pay Plan
Dispatch Supervisors
Effective 10/6/2018

Holidays	11
FF Long	\$1,850.00
LT Long	\$2,000.00
Insp Long	\$2,000.00
Disp Long	\$1,850.00
DispSup Long	\$2,000.00

DISPATCH SUPERVISORS:

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
EVD/EMD Plan		\$18.48	\$18.94	\$19.41	\$19.90	\$20.39	\$20.90	\$21.43	\$21.96	\$22.51	\$23.07	\$23.65	\$24.24	\$24.83
Hourly Rate	\$18.03	\$18.48	\$18.94	\$19.41	\$19.90	\$20.39	\$20.90	\$21.43	\$21.96	\$22.51	\$23.07	\$23.65	\$24.24	\$24.83
Base Annual	\$37,492.26	\$38,429.57	\$39,390.31	\$40,375.06	\$41,384.44	\$42,419.05	\$43,479.53	\$44,566.52	\$45,680.68	\$46,822.70	\$47,993.26	\$49,193.09	\$50,422.85	\$51,683.34
EVD/EMD Holiday	\$1,586.21	\$1,625.87	\$1,666.51	\$1,708.18	\$1,750.88	\$1,794.65	\$1,839.52	\$1,885.51	\$1,932.64	\$1,980.96	\$2,030.48	\$2,081.25	\$2,133.25	\$2,186.44
EVD/EMD Annual	\$39,078.47	\$40,055.43	\$41,056.82	\$42,083.24	\$43,135.32	\$44,213.70	\$45,319.05	\$46,452.02	\$47,613.32	\$48,803.66	\$50,023.75	\$51,274.34	\$52,577.59	\$53,919.78

Rank & File
Assistant Fire Marshal
2018/2021 Pay Plan
Effective 10/6/2018

Longevity	\$2,000.00
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	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
AFM Pay Plan		\$23.98	\$24.45	\$24.95	\$25.45	\$25.96	\$26.48	\$27.01	\$27.56	\$28.12	\$28.68	\$29.26	\$29.85	\$30.45
Hourly Rate	\$23.50	\$23.98	\$24.45	\$24.95	\$25.45	\$25.96	\$26.48	\$27.01	\$27.56	\$28.12	\$28.68	\$29.26	\$29.85	\$30.45
Base Annual	\$48,877.23	\$49,869.99	\$50,862.74	\$51,897.74	\$52,932.73	\$53,988.85	\$55,087.22	\$56,185.58	\$57,326.19	\$58,487.93	\$59,649.66	\$60,853.63	\$62,078.73	\$63,319.99
Annual W/Benefits	\$66,917.82	\$68,277.00	\$69,636.18	\$71,053.19	\$72,470.21	\$73,916.14	\$75,419.91	\$76,923.68	\$78,485.29	\$80,075.82	\$81,666.35	\$83,314.71	\$84,991.99	\$86,715.84

Rank & File
2018/2021 Pay Plan
Paramedic and EMT (Non-Fire Certified 40hr)

Effective 10/06/2018

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Paramedic Pay Plan																
Hourly Rate	\$11.79	\$12.06	\$12.33	\$12.61	\$12.90	\$13.18	\$13.46	\$13.74	\$14.04	\$14.34	\$14.64	\$14.95	\$15.26	\$15.57	\$16.11	\$16.71
Base Annual(FLSA Included)	\$39,235.07	\$40,125.18	\$41,038.44	\$41,975.44	\$42,936.80	\$43,847.28	\$44,779.62	\$45,734.33	\$46,711.95	\$47,713.04	\$48,738.15	\$49,744.13	\$50,773.24	\$51,826.03	\$53,628.83	\$55,622.61
Paramedic Holiday	\$1,452.45	\$1,485.40	\$1,519.21	\$1,553.90	\$1,589.49	\$1,623.19	\$1,657.71	\$1,693.05	\$1,729.24	\$1,766.30	\$1,804.25	\$1,841.49	\$1,879.59	\$1,918.56	\$1,985.30	\$2,059.11
Paramedic Annual	\$40,687.52	\$41,610.59	\$42,557.65	\$43,529.33	\$44,526.28	\$45,470.47	\$46,437.32	\$47,427.38	\$48,441.19	\$49,479.34	\$50,542.40	\$51,585.62	\$52,652.83	\$53,744.59	\$55,614.13	\$57,681.72
EMT Only Pay Plan																
Hourly Rate(FLSA Included)	\$9.54	\$9.80	\$10.08	\$10.36	\$10.65	\$10.92	\$11.20	\$11.49	\$11.78	\$12.08	\$12.39	\$12.69	\$13.00	\$13.32	\$13.86	\$14.46
Base Annual	\$31,735.07	\$32,625.18	\$33,538.44	\$34,475.44	\$35,436.80	\$36,347.28	\$37,279.62	\$38,234.33	\$39,211.95	\$40,213.04	\$41,238.15	\$42,244.13	\$43,273.24	\$44,326.03	\$46,128.83	\$48,122.61
EMT Holiday	\$1,174.81	\$1,207.76	\$1,241.57	\$1,276.25	\$1,311.84	\$1,345.55	\$1,380.06	\$1,415.41	\$1,451.60	\$1,488.66	\$1,526.60	\$1,563.85	\$1,601.94	\$1,640.92	\$1,707.65	\$1,781.46
EMT Annual	\$32,909.88	\$33,832.94	\$34,780.00	\$35,751.69	\$36,748.64	\$37,692.83	\$38,659.68	\$39,649.73	\$40,663.55	\$41,701.69	\$42,764.75	\$43,807.97	\$44,875.18	\$45,966.94	\$47,836.48	\$49,904.07

**ARTICLE 14
HOURS OF WORK**

14.01 Forty (40) Hour Schedule

Unit members assigned to a forty (40) hour schedule will normally work: eight (8) hours within a twenty-four (24) hour workday and five (5) workdays within a workweek or work ten (10) hours within a 24 hour day or four (4) workdays within a workweek.

- A. The workweek begins at 12:01 a.m. on Saturday and ends 168 hours later.
- B. A workday is a twenty-four (24) hour period beginning at 12:01 a.m.
- C. Unit members on the forty (40) hour schedule may be assigned to a half ($\frac{1}{2}$) hour to one (1) hour unpaid lunch period at approximately the mid-point of the eight (8) or ten (10) hour day.
- D. All overtime must be preapproved by the employee's supervisor. Automated scheduling software (i.e. Telestaff) will be considered a means of pre-approval.
- E. Any overtime worked shall be paid in accordance with the provisions of Article 16: Overtime and the Fair Labor Standards Act, so long as this Act applies to the County.

14.02 Twenty-Four (24) Hours On Duty / Forty-Eight (48) Hours Off Duty Schedule

Unit members assigned to a twenty-four (24) hours on duty / forty-eight (48) hours off duty schedule will normally work a repeating cycle of twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty during the two (2) week cycle of 106 hours of straight time pay during the 336 hour cycle, in accordance with Section 7 (k) of the Fair Labor Standards Act.

- A. The normal shift of work is a twenty-four (24) hour period commencing at 7:00 a.m.
- B. The County may change the starting time of the normal shift.
- C. Any overtime worked shall be paid in accordance with the provisions of Article 16: Overtime and the Fair Labor Standards Act, so long as this Act applies to the County.
- D. No unit member shall work in excess of forty-eight (48) hours in a sixty (60) hour period, at any employment without the explicit permission of the Fire Chief, or designee. A twelve (12) consecutive hour break must occur prior to returning to shift after completion of forty-eight (48) hours. In an effort to reduce Mandatory Overtime the on duty staffing District Chief may override the forty-eight (48) hour limit, on a case by case basis, at the discretion of the Fire Chief.

ARTICLE 15
CALL BACK PAY

- 15.01 A unit member who is off duty and required to return to operation duty on an unscheduled basis shall be paid call back pay. The called back unit member shall be paid for the actual hours worked, with a minimum guarantee of 1.5 hours overtime pay; except for holidays, when the unit member shall be paid a minimum guarantee of 2 hours overtime pay. In the event overtime occurs thereby payments shall be made pursuant to Article 16: Overtime of this Agreement.

**ARTICLE 16
OVERTIME**

16.01 The County and the Union acknowledge that the service of the Department and the employees in the bargaining unit are vital to the life and property in the County and is an essential service of the County.

16.02 Unit members will be called on the basis of cumulative hours. The unit member with the lowest hours, if qualified to fill the vacancy, will be called first. In the event of annual or sick leave requests made between 2100 and 0600 hours, or unfilled vacancies the following shift, the voluntary overtime list will not be utilized, a sign-up list will be maintained by the department and utilized to fill these vacancies.

16.03 Built-in FLSA overtime is hours worked that exceeds 106 in normal duty of a fourteen (14) day pay cycle. Premium overtime are any hours that exceed the normally scheduled duty days.

16.04 FLSA overtime, holiday pay, or premium overtime will not be reduced by the use of any approved leave as described in Article 19 through Article 27.

16.05 The County shall maintain a voluntary overtime list of all eligible unit members:

A. Where Staffing profiles allow, positions that must be filled using overtime shall be filled utilizing this list. The overtime list shall be maintained by rank and certification as follows either through electronic or manual means:

1. Lieutenant/Paramedic
2. Lieutenant
3. Firefighter/Paramedic
4. Firefighter/EMT
5. Paramedic
6. EMT
7. Emergency Vehicle Dispatcher
8. Emergency Vehicle Dispatcher Supervisor
9. Fire Prevention Inspector

B. For each respective list a unit member shall be placed on the list in descending order of his/her Department seniority. The unit member with the greatest amount of Department seniority shall be placed at the top of the voluntary overtime list. The unit member with the least amount of Department seniority shall be placed at the bottom of the voluntary overtime list. At the same time, when filling overtime, if a position cannot be filled, after exhausting the voluntary overtime list, Staffing may exercise the option of using the next classification (ex. Firefighter/EMT may be filled by Firemedic) before utilizing mandatory overtime. This list shall reset on October 1st of each year at 00:01 hours.

C. Upon completion of the unit member's orientation period, he/she shall be included on the bottom of the voluntary overtime and the top of the mandatory overtime list.

16.06 The County shall maintain a mandatory overtime list:

A. Positions that must be filled using overtime shall be filled utilizing this list. The overtime list shall be maintained by rank and certification as follows through electronic or manual means:

1. Lieutenant/Paramedic
2. Lieutenant/EMT
3. Firefighter/Paramedic
4. Firefighter/EMT
5. Paramedic

- 6. EMT
- 7. Emergency Vehicle Dispatcher
- 8. Emergency Vehicle Dispatcher Supervisor
- 9. Fire Prevention Inspector

- B. The unit members with the least Department seniority shall be placed at the top of the list and the unit member with the greatest Department seniority shall be placed at the bottom of the list. Once the unit member has served a mandatory overtime, they will rotate to the bottom of the mandatory overtime list, regardless of seniority. This list shall reset on October 1st of each year at 00:01 hours. Mandatory overtime is first distributed to on-duty off going crew members before those already off duty are contacted, unless otherwise approved by the Fire Chief or designee.
- C. Unit members may self-fill a mandatory overtime imposed shift with the approval of the Staffing Technician.
- D. Even though a unit member may exercise the self-fill option in 16.06.C, when the member does so, the member will move to the bottom of the mandatory overtime list.

16.07 A unit member shall work any assigned mandatory overtime unless it is impossible or unreasonable to accept. In the view of this heavy responsibility, each unit member must respond affirmatively to all mandatory overtime requests and calls unless it is "impossible or unreasonable" to accept or are otherwise exempted under this Agreement. Failure to respond is grounds for progressive discipline up to and including discharge.

Upon such an event, the unit member shall remain in position on the mandatory overtime list. Events that may be impossible or unreasonable include:

- A. He/she is on approved leave the following shift for at least the first twelve (12) hours
- B. Documented illness or injury to the unit member or members of his/her family on the day of the mandatory overtime
- C. He/she is on an approved shift exchange
- D. He/she has already worked forty-eight (48) continuous hours (16 hours for 40hr unit members). Except in declared emergencies, unit members who have worked a continuous forty-eight (48) hours shift shall be guaranteed twenty-hour (24) hours off, however this will not affect voluntary overtime in accordance with 14.02(D).
- E. He/she is in a Department approved class or training on the day of the mandatory overtime
- F. EMS or fire-related seminar training classes, schooling, etc. on the day of the mandatory overtime
- G. Union activities which are defined as: disciplinary hearings and investigations or bargaining agreement negotiation sessions on the day of the mandatory overtime

16.08 A unit member who has accepted overtime must routinely work the overtime. Should a unit member accept overtime and fail to work the position agreed, the hours will still be counted against the member's voluntary overtime totals. However, if necessary, a unit member may self fill a position utilizing a like ranked position. The self fill must be approved by the Deputy Chief, or designee.

16.09 A member assigned to a forty (40) hour schedule shall have holidays considered as hours worked for the purposes of computing overtime, provided the unit member completes the remainder of the regular workweek.

16.10 It is a dismissal offense to sell overtime.

ARTICLE 17
COMPENSATORY TIME

- 17.01 When offered by the Program Manager, or designee, a unit member in the classification of Assistant Fire Marshal, Fire Prevention Inspector, Emergency Vehicle Dispatcher, or Emergency Vehicle Dispatcher Supervisor may elect, at his/her option, in lieu of overtime pay, compensatory time leave at the applicable straight or overtime rate.
- 17.02 Compensatory time may be accumulated to a maximum of eighty (80) hours. The Staffing Office shall keep record of accumulated and used compensatory time.

**ARTICLE 18
SHIFT EXCHANGES**

18.01 Shift Exchange Approval and Qualifications

Shift exchanges are permitted for the benefit of the employee. Should an employee default on any shift exchange the County shall not be held liable for any financial impact as a result. For purposes of this Article the term "District Supervisor" shall mean District Chief, Emergency Vehicle Dispatcher Supervisor or the Emergency Vehicle Dispatch Manager for Dispatch, as applicable.

- A. An off-duty unit member shall submit a request for a shift exchange with his/her District Supervisor or pre-specified designee, in his/her sole discretion, who may grant the request to exchange tours of duty or days off, without a change in pay. The request shall not be unreasonably denied.
- B. An off-duty unit member who requests a shift trade for his/her next scheduled shift shall submit a request for a shift exchange with any on-duty District Supervisor who may grant the request to exchange tours of duty or days off, without a change in pay.
- C. The shift exchange may be granted provided that the exchanging unit members are of like job classifications or qualified (defined as "having passed the applicable promotional exam and residing on the promotional list"), to perform the duties of the exchanged rank. All agreements must be in writing, as described below. Requests for shift exchanges shall be made and approved at least twenty-four (24) hours in advance of the specified day(s)/tour(s) of duty to be exchanged. Immediate, emergency shift exchanges may be approved while the requesting unit member is on-duty, at the discretion of the on-duty District Supervisor or pre-specified designee. The District Supervisor shall immediately forward the shift exchange approval to the unit member and his/her immediate supervisor.
- D. An on-duty Emergency Vehicle Dispatcher shall submit his/her request for a shift exchange to his/her immediate supervisor. An off-duty Emergency Vehicle Dispatcher shall submit his/her request for a shift exchange to any on-duty supervisor.
- E. An on-duty or off-duty Emergency Vehicle Dispatcher Supervisor shall submit his/her request for a shift exchange to the Emergency Vehicle Dispatch Manager.

18.02 Verbal Approval

Verbal approval may be granted by the on-duty District Supervisor or pre-specified designee. The unit member agreeing to the shift trade must notify the approving authority and indicate that they will be working. The unit member will complete the necessary documentation upon reporting to a worksite.

18.03 Overtime and Training Exclusion

A shift exchange will not be approved if it would result in an overtime pay obligation or loss of scheduled training, which would not be incurred in the absence of the shift exchange.

18.04 Minimum Employment Requirement

Except for Fire Rescue related training, probationary unit members shall not be permitted to utilize shift exchanges during their first six (6) months of employment.

18.05 Obligation to Repay Shift Exchanges

- A. When paying back the shift exchange, the unit member who owes the shift will be responsible and held accountable for that duty time.
- B. At no time shall Annual Leave be granted to a member who is working a shift trade on that date unless approved by the Fire Chief, or designee.
- C. Repayment date must be noted on shift exchange form and must occur within one hundred eighty (180) calendar days. Repayment date may be changed pending District Chief/Supervisor approval, however, must still customarily occur within the one-hundred eighty (180) calendar days. Failure to comply may result in progressive discipline.
- D. Under special circumstances such as: illness, death or other circumstances approved by the Fire Chief, or his/her designee, shift trades may be done on a no payback status for a unit member who has exhausted all of their accrued annual and sick leave balances.

18.06 The unit member agreeing to work the shift will be responsible and held accountable for the duty time. If the agreeing unit member does not work an approved shift trade due to illness, his/her sick leave bank will be charged. The unit member must make notification of Sick Leave use to an on duty District Chief who will ensure the proper deduction of time. At no time shall a unit member utilize Telestaff to enter any leave on a "shift trade working". The unit member will be required to provide competent proof of illness as defined in Article 20 in order for the sick leave bank to be charged. In the event that required competent proof is not provided the unit member's annual leave bank will be charged. If the agreeing unit member does not work an approved shift trade due to a reason other than illness, his/her annual leave bank will be charged upon the approval of the Fire Chief or designee. At no time will shift exchanges incur additional expense to the County.

18.07 Shift trades may not be utilized in order to work in excess of 48 hours as noted in Article 16.

**ARTICLE 19
ANNUAL LEAVE**

19.01 Forty (40) Hour Schedule

Forty (40) hour schedule unit members shall earn annual leave in accordance with the following formula and shall be credited to unit members' annual leave balance as of the last calendar day of the pay period. Annual leave accruals are based on all hours worked, including approved leave. Compensatory time used and without pay time shall not be considered hours worked. The annual leave accrual is as follows:

Years of Employment	Accrual Rate Per Hour Worked	Workdays Per Year
One through Five (1-5)	0.0462	12
Six through Ten (6-10)	0.0577	15
Eleven through Fifteen (11-15)	0.0692	18
Sixteen through Nineteen (16-19)	0.0808	21
Twenty and Over (20+)	0.0923	24

19.02 Twenty-Four (24) Hour Shift Schedule

Twenty-four (24) hour shift unit members shall earn annual leave in accordance with the following schedule and shall be credited to unit members' annual leave balance as of the last calendar day of the pay period. Annual leave accruals are based on all hours worked, including approved leave. Compensatory time used and without pay time shall not be considered hours worked. The annual leave accrual is as follows:

Years of Employment	Accrual Rate Per Hour Worked	Workdays Per Year
One through Five (1-5)	0.0460	5.6
Six through Ten (6-10)	0.0575	7.0
Eleven through Fifteen (11-15)	0.0690	8.4
Sixteen through Nineteen (16-19)	0.0805	9.8
Twenty and Over (20+)	0.0921	11.2

19.03 New Unit Members

New unit members shall begin earning annual leave as of the first full pay period of employment. Unit members will be entitled to use their annual leave after completing six (6) months of service. Unit members with less than six (6) months of service may use annual leave as a continuation of authorized sick leave. Probationary unit members who have successfully completed the new hire orientation program may be allowed to use their annual leave for unusual circumstances and job-related educational opportunities with prior approval from their District Supervisor.

19.04 Accrual of Annual Leave

A. Usage

1. Annual leave earned in excess of 240 hours, in the case of unit members assigned to a 40 hour week, or 336 hours, in the case of 24/48 hour shift unit members, must be used in the calendar year that it is earned, and any excess above 240 hours or 336 hours shall be lost as of December 31st of that calendar year, except as provided in Section A.2.
 2. It shall be the unit member's sole responsibility to schedule and utilize any accrued or accumulated annual leave in excess of the amounts set forth in Section A.1. by the end of the calendar year. Where the County has prevented the unit member from utilizing annual leave by revoking pre-approved leave during October, November and December and not permitting the unit member to utilize such leave on alternate days before the end of that calendar year, the unit member may convert such annual leave to the unit member's sick leave bank on an hour for hour basis. The County shall make every reasonable effort to re-schedule the revoked annual leave.
- B. An employee who submits written notice of his/her intentions to enter the Florida Retirement System (FRS) Deferred Retirement Option Program (DROP) during the three year period prior to his/her entering the DROP program or who submits written notice of his/her retirement date, will be allowed to continue to accrue annual leave in excess of the limits outlined above up to the FRS maximum accrual limit of 500 hours.

19.05 Leave Purposes

Annual leave may be used for any purpose.

19.06 Scheduling

- A. Each unit member shall request the times during the year when he/she desires to schedule annual leave. An annual leave request shall be submitted in a form and by means selected by the County, such as online with the current Telestaff program.
- B. Telestaff will advise the member if the leave is approved. The Staffing Office will notify members whose requested approved annual leave has been cancelled and in cases where the request for annual leave is denied for reasons other than standard availability, the Staffing Office will provide the reason for the cancellation.
- C. The Fire Chief, or designee, may deny or cancel an approved annual leave request during the period of a posted notification of mandatory in-service, except when annual leave use has been approved prior to-the posting and/or natural or man-made disaster.
- D. The Fire Chief, or designee, may continue the use of annual leave if it was approved prior to the occurrence of the natural or man-made disaster.
- E. The County shall make every effort to meet the request of the unit member consistent with the requirements of its operations, however, it reserves the right to deny annual leave when such absence would interfere with the effective operation or work schedule of the Fire Rescue Department.
- F. Annual leave requests with less than seven (7) days' notice require the approval of the District Supervisor. Upon approval of the leave, the staffing office will advise the unit member if the position is self-fill.

- G. Annual leave requests which are not scheduled at least seven (7) days in advance and which incur overtime and are without a replacement secured, may only be granted by the Fire Chief, or his/her designee, in unusual circumstances such as funerals, family/personal emergencies, or like incidents.
- H. If a holiday occurs during a forty (40) hour schedule unit member's scheduled annual leave, the holiday shall be charged to holiday time and not to annual leave.
- I. If a unit member provides appropriate documentation for the use of sick leave while on annual leave, as identified in Article 20, Sick Leave, accrued sick leave shall be charged and not annual leave.
- J. When a unit member is assigned to a different shift, as a result of an involuntary transfer after his/her annual leave is approved and scheduled, the unit member can request the leave be transferred to the same time period and shall not be unreasonably denied. Voluntary transfers such as promotions, bidding, station swaps and changes in level of certifications are not considered involuntary transfers.

14 In the case where a unit member enters a request for approved annual leave and does not have enough accrued annual leave to cover the time off, or will accrue the required amount, the unit member will be subjected to progressive disciplinary action.

19.07 Cancellation of Approved Annual Leave

- A. A unit member shall submit a cancellation for scheduled annual leave in a form and by means selected by the County.
- B. In the event a unit member wishes to cancel approved annual leave less than seventy-two (72) hours in advance of the scheduled date, the unit member shall contact the staffing office for the identification of the unit member(s) who has been scheduled to work overtime to replace the unit member. The unit member shall be responsible for notifying the unit member who has been scheduled to work the overtime that has been cancelled. The unit member shall be responsible for confirming the notification with the staffing office to obtain approval for the cancellation. A unit member who wishes to cancel annual leave with less than 24 hours notice, must make contact with the member working the overtime to request and receive their permission to cancel the leave.

19.08 Union Sponsored Activities

The County recognizes that unit members may utilize annual leave to attend Union sponsored seminars, symposiums, meetings, functions, and conventions and at times are placed on waiting lists for attendance at the above-mentioned functions, which in turn places a strain on the unit member's scheduling, as well as the County's ability to schedule advance voluntary overtime. The County agrees to allow unit members, in conjunction with the staffing office, to seek out their own overtime replacements so that they may attend any of the above-mentioned functions. Scheduling shall be accomplished within the established guidelines of each job classification that the staffing office uses for voluntary overtime at the present time.

19.09 Resignation/Separation

- A. A unit member who resigns, retires, or is separated in good standing shall be paid for the unused annual leave balance earned by him/her as of the date of separation at the then current rate of pay.
- B. In the event of a unit member's death, his/her designated beneficiary or estate shall be paid for the unused annual leave balance at the then current rate of pay.
- C. A unit member who separates employment prior to completion of his/her initial probationary period shall not be eligible for annual leave pay.

19.10 Advance Payment

A unit member shall be given advance payment for annual leave provided he/she makes such a request, in writing, at least two (2) calendar weeks prior to the start of his/her annual leave, and provided he/she has sufficient annual leave accumulated. Such advance payment shall be limited to the normal workdays scheduled for the unit member in the payroll period.

19.11 Leave Units

- A. No less than one-half ($\frac{1}{2}$) hour may be used for annual leave purposes. Leave beyond the first half ($\frac{1}{2}$) hour may be charged in minimum units of quarter ($\frac{1}{4}$) hours.
- B. All requests for leave that are less than six (6) hours, except as noted in paragraph C. below, will be self filled by the individual requesting leave if required by the staffing office, and shall be in compliance with all other provisions of this Article, including approval by the Deputy Chief, or designee. All 40 hour dispatch shift employees shall be required to self-fill any leave request of 2 hours or less in duration if overtime staffing is required.
- C. With the exception of dispatch employees, any leave request taken at 2300 hours through 0700 hours shall be charged in blocks of not less than eight (8) hours; any request for less than 8 hours leave during this time period shall be self-filled.
- D. Should a member be approved to return to duty by their District Chief or dispatch shift supervisor prior to the conclusion of their approved scheduled block of leave period, the member working overtime in their spot has the option to leave the assignment and receive appropriate pay for the hours worked, or they may choose to complete the entire overtime assignment at the current location. In this instance, the returning member will be assigned by management for the remainder of the scheduled block of leave to an assignment, if available, and location that serves the best interest of the staffing needs of the department.
- E. Self-fill actions shall be in compliance with all other provisions of this Article, and cannot violate any other Article of this Agreement.

- 19.12 Recognizing both Management and the Union's desire to reduce unnecessary overtime costs, the unit members may utilize the annual leave sellback program subject to the written approval of the County Manager on an annual basis.

Annual Leave Sell Back Program:

Each Unit member having a minimum of 120 hours (80 hours for dispatchers) accrued annual leave shall be entitled to submit a request for the sell back of annual leave hours.

Sell back of annual leave hours shall be limited as follows:

- A. Each unit member shall only be eligible to sell back at straight time rate the hours exceeding the 120 hour (80 hours for dispatchers) minimum.
- B. Each unit member shall be limited to a maximum of 100 hours and a minimum of 24 hours of annual leave sell back each quarter paid out on a quarterly basis in the first full pay periods of November, February, May and August. The unit member shall send their request for the annual leave payout thirty (30) days prior to the close of the pay period in which the sell back is to be paid. The request shall be submitted via email to the Deputy Chief or designee.

C. Should the funding for annual leave sell back be insufficient to meet all eligible requests, annual leave sell back shall be provided on a prorated basis. For example, if funding is only available to meet 50% of the requested annual leave sell backs, each member shall receive 50% of their eligible requested sell back.

19.13 Management reserves the right to use mandatory overtime to fill annual leave on holidays within its sole discretion. Denial/cancellation of annual leave on holidays will be in Management's sole discretion.

**ARTICLE 20
SICK LEAVE**

20.01 Permitted Use

Sick leave may be used for the purpose of providing compensation to unit members who are incapacitated and unable to perform their duties due to illness, injury, to attend medical appointments, or an illness or injury of a non-critical nature to a member of the unit member's immediate family which requires the personal care and attention of the unit member. For the purpose of this subsection, immediate family means only members of the unit member's household and natural or adopted children of non-custodial parents or a unit member's non-household parents. In the case of such non-household immediate family members, unit members on a forty (40) hour schedule are entitled to utilize a maximum of forty (40) hours of sick leave annually. Unit members on a 24/48 hour schedule are entitled to utilize up to 56 hours of sick leave under this provision annually.

20.02 A unit member who utilizes sick leave shall be paid for all sick leave used at his/her current rate of pay. A unit member shall have his/her sick leave balance reduced by the amount of sick leave utilized.

20.03 Forty (40) Hour Accrual

Forty (40) hour schedule unit members shall accrue sick leave as set forth below. Sick leave accruals are based on all hours worked, including approved leave. Compensatory time and leave without pay time shall not be considered hours worked. The sick leave accrual is as follows:

Years of Employment	Accrual Rate Per Hour Worked	Workdays Per Year
One thru Ten (1-10)	0.0462	12
Over Ten (+10)	0.0577	15

20.04 Twenty-Four (24) Hour Shift Accrual

Twenty-four (24) hour shift unit members shall accrue sick leave as set forth below. Sick leave accruals are based on all hours worked, including approved leave. Compensatory time and leave without pay time shall not be considered hours worked. The sick leave accrual is as follows:

Years of Employment	Accrual Rate Per Hour Worked	Workdays Per Year
One thru Ten (1-10)	0.0460	5.6
Over Ten (+10)	0.0575	7

20.05 New Unit Members Accrual and Use

- A. New unit members shall begin earning sick leave as of the first full pay period of employment.
- B. New unit members may not use any accrued sick leave during their first six (6) months of service unless the necessity for the absence has been verified by a physician's statement or District Chief/Dispatch Supervisor.

20.06 Accumulation of Sick Leave

- A. Sick leave may be accumulated without limit.

20.07 Notification

- A. A forty (40) hour schedule unit member who utilizes sick leave in accordance with Section 20.01, shall notify the immediate supervisor or other designated person as soon as possible, but at least one (1) hour prior to the unit member's scheduled reporting time, of the nature of the use of sick leave and expected period of absence. Failure to provide notification shall be cause for denial of paid sick leave and subject the unit member to progressive disciplinary action.
- B. A twenty-four (24) hour shift schedule unit member who utilizes sick leave in accordance with Section 20.01, shall notify Telestaff or a District Chief of the nature of the use of sick leave and expected period of absence, as soon as possible prior to 0600 hours the day of the regular scheduled reporting day. Emergencies happening outside the above set time frame shall be called in as they occur. Failure to provide notification as outlined above shall be cause for denial of paid sick leave and subject the unit member to progressive disciplinary action. If the employee is working a shift trade and needs to utilize sick leave they are required to contact an on duty District Chief/Dispatch Supervisor to have that leave entered. At no time shall the employee enter sick leave themselves into Telestaff. The employee is responsible to assure proper notification of sick leave deduction is made to payroll for the hours used.
- C. Sick leave notifications that do not provide an expected time period will be considered to be for a full shift, (8, 10, 24 hours) in duration. An employee may not return to duty during the shift that they utilized sick leave unless approval is granted by the Deputy Chief or designee.

20.08 Overtime and Holidays

Sick leave shall be charged only against a unit member's regular workday and shall not be charged for absences on pre-arranged overtime workdays or unscheduled call in overtime workdays.

20.09 Restricted Sick Leave - The Department will establish and maintain reasonable controls and requirements to assure that sick leave is used for the purpose of providing compensation in accordance with Section 20.01.

A. Definitions

Proof of illness/injury – An original physician's note or written verification of illness from the County's designated provider, as available. The note will contain, as a minimum: the unit member's name, date the unit member was physically seen by the physician (or medical practice) and the signature of the physician (or authorized member of the physician's medical practice). Additionally the unit member may provide medically competent proof for chronic medical conditions. The Department may contact the physician to verify the legitimacy of the proof of illness/injury.

Unexcused sick leave - any sick leave use not accompanied by proof of illness/injury.

Excused sick leave – any sick leave use accompanied by proof of illness/injury. Proof of illness/injury documentation must be submitted to the employee's District Chief or Dispatch Supervisor within

seven (7) calendar days after the unit member returns to duty. It is the unit member's responsibility to insure that the proper supervisor has received and recorded the proof of illness/injury. Period of sick leave usage - shall be defined as one (or a portion thereof) or more consecutive days in which a unit member is in paid sick leave status due to an injury or illness.

- B. A unit member who has six (6) or more unexcused periods of sick leave usage in a twelve (12) month period is subject to being placed on Sick Leave Restriction. The following restrictions will apply:

Unit member must provide proof of illness/injury for all subsequent sick leave usage. Failure to provide the required documentation subjects the unit member to progressive disciplinary action and denial of sick leave benefits for the unexcused absence.

Unit member may not make notification for subsequent sick leave usage through TeleStaff. Notification will be made directly to the on duty District Chief (for shift personnel) or appropriate Manager (for Dispatch & Fire Prevention personnel).

- C. A unit member will remain in Sick Leave Restriction until there are twelve (12) continuous months of no unexcused sick leave period use.

20.10 Requirements to Provide Proof of Illness/Injury

Proof of illness/injury must be provided automatically under the following circumstances:

- Immediately before, during or immediately following a holiday
- When out sick for three (3) or more consecutive duty days
- When utilizing sick leave when a unit member is scheduled for mandatory training
- When the use of sick leave occurs on a day or days for which annual leave was requested and denied
- When use of sick leave occurs on a day or days in which the unit member is working a shift trade.
- All pre-scheduled sick leave (i.e. Doctor appointments)

In those circumstances where management has a reasonable belief that sick leave is not being used in accordance with 20.01, the County may require competent medical documentation be furnished providing the notification is made to the unit member prior to or during the period the sick leave is being utilized.

20.11 Sick Leave Pay on Separation in Good Standing

- A. Unit members who properly resign, are laid off, or otherwise separated in good standing, shall be entitled to receive twenty percent (20%) of their net unused sick leave, not to exceed 230 hours of pay for unit members on a 40 hour schedule or 322 hours of pay for unit members on a 24/48 hour schedule.
- B. Unit members terminating during their original probationary period or not in good standing shall not be eligible for payment of unused sick leave.
- C. In the event a unit member is separated from County service due to death, twenty percent (20%) of any unused sick leave balance, not to exceed 230 hours of pay for 40 hour unit members or 322 hours of pay for 24/48 hour unit members, shall be paid to the unit member's designated beneficiary or estate. If the unit member was vested in the retirement system, his beneficiary or estate shall receive fifty percent (50%) of any unused sick leave balance. If the unit member dies in the course of performing emergency

operations while on duty, then his/her designated beneficiary or estate shall receive one hundred percent (100%) of the unused sick leave balance.

- D. Unit members who resign, or are otherwise separated in good standing and are vested under the Florida Retirement System shall be paid thirty percent (30%) of any unused sick leave, not to exceed 346 hours of pay for 40 hour unit members or 484 hours of pay for 24/48 hour unit members. Unit members with fifteen (15) years of service who resign, or are otherwise separated in good standing, and are vested under the Florida Retirement System, shall be paid fifty percent (50%) of their unused sick leave balance.
- E. For Unit Members hired after October 1, 2011:
Unit members who resign, or are otherwise separated in good standing and are vested under the Florida Retirement System shall be paid thirty percent (30%) of any unused sick leave, not to exceed 346 hours of pay for 40 hour unit members or 484 hours of pay for 24/48 hour unit members.
- F. Unit members who meet the requirements for retirement under the Florida Retirement System and who retire from the County in good standing, shall receive fifty percent (50%) of their unused sick leave balance.
- G. For Unit Members hired after October 1, 2011:
Unit members who meet the requirements for retirement under the Florida Retirement System and who retire from the County in good standing, shall receive thirty percent (30%) of their unused sick leave balance.

20.12 Sick Leave Units

No sick leave shall be granted in units of less than one-half ($\frac{1}{2}$) hour, however, after the initial one-half ($\frac{1}{2}$) hour, sick leave may be taken in units of one-quarter ($\frac{1}{4}$) hour.

All requests for leave that are less than six (6) hours, including pre-scheduled sick leave, will be self filled by the individual requesting sick leave, staying within all other provisions of this Contract, including approval by the designated Scheduling Technician.

20.13 Illness While on Vacation

In the event a unit member becomes ill or suffers an injury/disability while on vacation, at the unit member's option, the time off may be charged to any available sick leave upon furnishing appropriate evidence as to the illness or disability.

20.14 Sick Leave Bonus

A unit member who does not use any sick leave during any twelve (12) consecutive month period, except for the unit member's own hospitalization or for physician's appointments which are pre-approved by the unit member's immediate supervisor or other designated person at least two (2) weeks in advance, will be awarded eight (8) hours of annual leave for 40 hour unit members or eleven and two-tenths (11.2) hours of annual leave for 24/48 hour unit members. Once the employee receives this bonus he/she must complete an additional twelve (12) consecutive month period after the bonus is received, as outlined above, to be eligible to reapply for this bonus. It is the unit member's responsibility to notify his/her supervisor or other designated person of eligibility within sixty (60) days of becoming eligible for the award to receive this bonus. Probationary unit members and unit members taking a leave of absence during the period shall not be eligible.

20.15 Sick leave may be donated to another member from another member's sick leave bank on an hour for hour basis.

**ARTICLE 21
HOLIDAYS**

21.01 Forty (40) Hour Schedule

Unit members who are assigned to a forty (40) hour schedule shall observe the following holidays and shall receive pay at straight time for hours in a normal workday for any of the following holidays which are not worked:

New Years Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
Personal Holiday	

21.02 Payment of Holiday Pay

- A. It is agreed that unit members on a twenty-four (24)/forty-eight (48) hour shift will be paid a lump sum payment for the applicable number of holidays times 11.2 hours times the employee's 24/48 hourly rate. This payment will be processed on the last pay period of September at their current rate of pay only for the holidays which they were employed during that fiscal year.
- B. It is agreed that Dispatchers and Dispatch Supervisors on a forty (40) hour shift will be paid a lump sum payment for the applicable number of holidays times eight (8) hours. This payment will be processed in the last pay period in September, at their current rate of pay only for the holidays which they were employed during that fiscal year.
- C. Members eligible for holiday pay who terminate their employment "in good standing" prior to the end of the last pay period in September, will receive a lump sum payment for the holidays which they were employed. The rate of pay will be based on their hourly rate at the time of separation.
- D. Members who are on unpaid status during the Holiday shall not receive holiday pay for that day.
- E. In the sole discretion of the Fire Chief, he/she may offer light duty personnel and unit members on special detail (approved by the Fire Chief) the option to reduce their end of the year holiday payment rather than use leave to cover County approved holidays.

21.03 Annual Leave and Working Holidays

- A. 24/48 unit members and Dispatchers scheduled to work a holiday will receive no extra pay for the holiday (they will be paid at the normal rate cycle as if there was no holiday).
- B. 24/48 unit members and Dispatchers who schedule an annual or sick leave day will be deducted the full hour-for-hour amount of leave from his/her annual or sick leave bank.

C. Inspectors who are required to work on a holiday will, at their discretion, either receive straight pay for the time worked plus compensatory time at time and a half or straight eight (8) hour holiday pay plus time and a half for hours worked.

21.04 Added Holidays

Should the County, in the future, designate and adopt any additional days as holidays, such a day shall be deemed a holiday for bargaining unit members as well.

21.05 Personal Holiday

In order to be eligible for the Personal Holiday, the unit member must be on payroll during the first pay period ending in January.

ARTICLE 22
ADMINISTRATIVE LEAVE

- 22.01 Unit members may be granted administrative leave, with permission of the Fire Chief, or designee, with pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skills and professional ability.
- 22.02 A unit member shall submit his/her request for administrative leave, with written justification, to the Fire Chief, or his/her pre-specified designee, at least seven (7) calendar days in advance of the date the administrative leave is to be used.

ARTICLE 23
MILITARY LEAVE

- 23.01 The County agrees to provide to unit members associated with the National Guard or other active Military Reserve units leave without loss of pay as in accordance with Sections 115.07, 115.14 and 250.48, Florida Statutes. The County and bargaining unit members shall also abide by the Uniformed Services Employment and Reemployment Rights ("USERRA"). A copy of orders will be provided by the unit member to the Fire Chief.
- 23.02 Additional leave for Military Service may be granted by the Fire Chief, after receipt of such request in writing, without pay as provided in the Federal Universal Military Training Act, as amended from time to time.

ARTICLE 24
JURY DUTY

- 24.01 A unit member who is required to report for jury duty or jury service on a regularly scheduled workday shall be placed on jury leave with pay for the period of time which the unit member is required to report or serve. Any fees received for jury duty shall be retained by the unit member. The unit member shall not be eligible for reimbursement by the County for any meals, lodging, travel or other expenses incurred while serving as a juror. If the unit member, due to residence, must serve jury duty outside Brevard County, the unit member may be required to use Annual Leave for any time requested in order to actually report for jury duty, (e.g. unit member would like the 2nd half off to report for jury duty the next day).
- 24.02 A unit member shall notify his/her supervisor, if it is a scheduled workday, when released from jury duty. If the unit member is released from jury duty within one (1) hour of the end of the scheduled workday, he/she shall not be required to return to duty and shall receive the normal duty day pay and benefits. Otherwise, the unit member shall return to the duty station or workplace when released from jury duty or jury service.
- 24.03 When a dispatch unit member on the midnight shift serves or reports for jury duty, the member shall be placed on paid administrative leave for the shift preceding the scheduled jury duty not to exceed eight hours in a 24hr period.

ARTICLE 25
VOTING

- 25.01 A unit member working 24 hour shifts, who is registered to vote and whose regular duty falls on the date of the Primary, General or Special Election, is expected to utilize early voting and/or obtain an absentee ballot for voting purposes. Such unit members who fail to make the adequate arrangements must charge annual leave or leave without pay at the beginning of their shift for voting purposes.
- 25.02 Such unit members, who due to circumstances beyond their control, i.e. shift changes, exchanges or mandatory overtime, are unable to obtain an absentee ballot, may be granted administrative leave if their shift hours coincide with all hours the polls are open.

ARTICLE 26
EMERGENCY LEAVE

- 26.01 In the event of a death or critical illness to a member of a unit member's immediate family, which shall include the unit member or his/her spouse's children, parents, brothers, sisters, grandparents, grandchildren and step relatives in these categories who raised, were raised by or raised with the unit member or the unit member's spouse, emergency leave shall be granted to the unit member upon his/her request of the Staffing Office, or designee. At the sole discretion of the Fire Chief, or designee, a court-approved ward or former legal guardian who raised, was raised by, or raised with the unit member may be considered an immediate family member.
- 26.02 Unit members working a forty (40) hour work schedule may be granted emergency leave for a period of up to three (3) working days commencing on the day the unit member notifies the Staffing Office of the emergency. In the case of the death of the unit member's immediate family, as defined in 26.01, up to five (5) days emergency leave may be granted.
- 26.03 Unit members working a twenty-four (24) hours on duty, forty-eight (48) hours off duty work schedule, may be granted emergency leave for a period of up to one (1) working shift off, commencing the day the unit member notifies the Staffing Technician, or designee, of the emergency. In case of the death of the unit member's immediate family as defined in 26.01, up to two and one-half (2½) working shifts of emergency leave may be granted.
- 26.04 If additional time off is needed for an emergency, the Fire Chief, or designee, shall be notified by the unit member of his/her request. If the additional time off is authorized, such time shall be deducted from the unit member's accrued sick leave if available. Such additional emergency/sick leave shall not exceed a maximum of seven (7) calendar days. Any additional time off beyond these constraints may be charged to annual leave upon approval by the Fire Chief, or designee.
- 26.05 Unit members requesting and receiving paid emergency leave shall provide evidence as to the nature of the emergency leave. Such evidence shall include a physician's statement, or a copy of a death certificate, or a newspaper report.
- 26.06 Critical illness shall be defined as a dire emergency or desperately urgent situation where the life of the individual is endangered and would normally require immediate hospitalization and the attendance of a physician. Such illness or emergency shall not include scheduled surgery. Emergency leave shall not be accrued, carried over, or paid to a unit member upon termination. Emergency leave due to critical illness shall be authorized only one time per calendar year for each immediate family member.

ARTICLE 27
MATERNITY/PATERNITY LEAVE

- 27.01 A unit member shall be entitled to secure a maternity or paternity leave of absence without pay for childbirth, recovery, and/or child rearing following birth or adoption for a period of up to six (6) months. Unit members who are eligible for paid leave may be required to utilize such paid benefits prior to taking leave without pay.
- 27.02 Unless impractical or impossible (i.e., due to emergency or early birth), a pregnant unit member shall request maternity leave by notifying her immediate supervisor of the date she will begin said leave at least two (2) weeks prior to the anticipated date of delivery. In the event of an adoption, the unit member shall notify her immediate supervisor of the date she will begin said leave with at least two (2) weeks prior notice. The unit member shall return to her previous rate of pay and benefits on the day of delivery. The unit member shall return to her previously assigned duties and benefits at any time during the leave of absence upon the presentation of a medical certification from her personal physician (if necessary) indicating that she is able to perform her original duties.
- 27.03 Unless impractical or impossible (i.e., due to emergency or early birth), a male unit member shall request paternity leave by notifying his immediate supervisor of the date he will begin said leave with at least two (2) weeks prior notice. The unit member shall return to his previously assigned duties at his previous rate of pay and benefits at any time during the leave of absence.
- 27.04 Sick leave or other applicable benefits may be used for any absence during pregnancy and/or childbirth and subsequent recovery, consistent with established parameters for such leave or benefit utilization.
- 27.05 All leave time will count towards any FMLA time (if eligible) benefit owed to both maternity/paternity leave.
- 27.06 In the event that both employees affected work for the Board of County Commissioners, the twelve (12) weeks FMLA allotted time is an aggregate amount of leave shared by both County employees.

ARTICLE 28
LEAVE OF ABSENCE WITHOUT PAY

- 28.01 A unit member may request and be granted in writing a leave of absence without pay for a period of six (6) months at the discretion of the Fire Chief, or designee, where one of the following benefits will result: restoration of a unit member's health, increased job knowledge or an interest of the County is served. A longer period of time or an extension may be granted by the County Manager.
- 28.02 Leave without pay is a matter of right for members of the National Guard or the U.S. Armed Forces Reserve requesting leave without pay for military duties under the Uniformed Services Employment and Reemployment Rights Act "USERRA", and unit members who are eligible under provisions of Section 9 of the Family and Medical Leave Act of 1993 (FMLA).
- 28.03 It is understood that any leave without pay time taken for the purposes permitted under the FMLA shall be attributed to any remaining FMLA time available to the unit member.
- 28.04 A unit member shall not be eligible to accrue or use annual or sick leave while on leave of absence without pay.
- 28.05 It is acknowledged that a unit member may have paid whatever portion of the premium for group health insurance necessary to cover the first full month that starts during the first thirty (30) days of the leave of absence. However, the cost of premiums for optional coverage must be borne by the unit member. Group health and optional coverage shall be continued beyond the thirty (30) day period provided all premium payments are kept current by the unit member.
- 28.06 The unit member shall return to his/her former position or an equivalent position with equivalent benefits, pay and other terms and conditions of employment, in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act "USERRA", provided he/she can meet the then current qualification standards and is able to perform all of the required duties.
- 28.07 Any unused annual and sick leave shall remain in the respective bank and shall be available for use upon return to work. In the event the unit member does not return to work following a leave of absence, and is subsequently separated from the service of the County, the payment for accrued and accumulated annual leave and sick leave shall be made in accordance with the provisions of Articles 19 and 20.
- 28.08 A leave of absence exceeding thirty (30) days, excluding military leave or FMLA time, shall be deducted from the unit member's length of service for seniority, pay and leave accrual purposes.
- 28.09 While on a leave of absence a unit member may not try out for or work for another fire and/or EMS service. Violation of this article is grounds for immediate revocation of the employee's leave of absence and is subject to progressive discipline.

ARTICLE 29
INJURY BENEFITS

- 29.01 Unit members disabled as a result of an injury arising out of and in the course of employment, compensable under the provisions of the Workers' Compensation Law, may receive Workers' Compensation and work-related disability leave subject to the conditions and limitations specified in this Article. Such unit members shall continue to be entitled to receive Board provided life insurance and group medical insurance coverage until they have reached maximum medical improvement for a period of six (6) months or have been released from County service for cause. Unit members who are on Workers' Compensation leave shall not earn annual or sick leave benefits when such leave extends thirty (30) days or longer.
- 29.02 If a unit member is on Workers' Compensation leave for over twenty-one (21) days, benefits in accordance with State law shall be applied back to the first lost day. Unit members not eligible for benefits in accordance with State law for the first seven (7) days of Workers' Compensation and Work Related Disability Leave may, upon return to work, request the utilization of accrued sick and/or annual leave for the first seven (7) days.
- 29.03 Unit members receiving a wage benefit under the Workers' Compensation law are authorized to utilize accrued sick and/or annual leave to receive a combination wage compensation equaling ninety percent (90%) of the unit member's regular gross earnings, based upon the earnings at the time of the current disability.
- 29.04 Under no circumstances shall any combination of Workers' Compensation and other benefits exceed one hundred percent (100%) of the unit member's salary.

ARTICLE 30
RESERVED

**ARTICLE 31
LIGHT DUTY**

- 31.01 The County shall make a good faith effort to locate and provide light duty assignments that will accommodate the disability of a given unit member, when operationally beneficial to the County, to unit members who are medically unable to perform the work of his/her regular classification. To reduce any loss of pay, the Fire Chief, or designee, may in his/her discretion, offer additional hours of work to such unit member who was on a 24/48 hour schedule and moved to a forty (40) hour schedule.
- 31.02 A unit member requesting light duty shall provide to the Fire Chief, or designee, a written assessment from the unit member's physician as to the nature and extent of any limitations of the disability. The County may request, at its own expense, a second opinion on the issue of the nature and extent of any limitations of the disability from a physician of the County's choice.
- 31.03 A pregnant unit member whose physician certifies that she should not continue working in the field, shall be placed in a light duty position with no loss in pay, provided a position is available for placement.
- 31.04 The hourly rate of pay for unit members who work a 24/48 hour shift and are placed on light duty due to pregnancy or Workers' Compensation, shall be calculated by taking the unit member's total pay for the previous three (3) pay periods, including FLSA overtime but without any extra overtime or holiday pay, and dividing said amount by three (3). The resulting average bi-weekly amount will then be divided by eighty (80) hours resulting in the rate of pay per hour while on light duty.
- 31.05 Upon being placed on light duty from a 24/48 hour shift schedule, annual and sick leave will be accrued at the forty (40) hour work week rate for the duration of light duty. All previously accrued leave will be adjusted by dividing such leave by 1.4. Upon returning to a 24/48 hour shift schedule, annual and sick leave will be accrued at the 24/48 hour shift schedule accrual rate. All previously accrued leave will be adjusted by multiplying such leave by 1.4.

**ARTICLE 32
COURT APPEARANCES**

32.01 Work Related On-Duty Appearance

A unit member who is subpoenaed, summoned or ordered to appear as a witness, defendant or deponent, on a regularly scheduled workday, on behalf of the County as a result of the unit member's employment with the County shall be considered to be on duty and shall receive all pay and benefits, as provided in this Agreement, for all times associated with the subpoena, summons or order. The unit member shall be paid the mileage allowance, as provided by this Agreement, unless a travel fee is provided by the Court or transportation is provided by the County. If the unit member is released from the appearance within one (1) hour of the end of his/her assigned shift he/she may not be required to return to duty and shall receive the normal duty day pay and benefits. Otherwise, the unit member shall return to the duty station or workplace when released from the appearance.

32.02 Work Related Off-Duty Appearance

A unit member who is subpoenaed, summoned or ordered to appear as a witness, defendant or deponent, while off-duty, on behalf of the County as a result of the unit member's employment with the County shall be considered to be on duty and shall be paid one and one-half (1½) times the unit member's hourly rate of pay, with a minimum payment of three (3) hours straight time, for all time associated with the subpoena, summons or order. On duty status only applies for the period of time that the employee is actively performing duties related to the required appearance, (i.e. in the courtroom, at the courthouse, attorney's office; not in a "stand-by" to wait scenario). Any fees awarded shall be returned to the County. The unit member shall be paid the mileage allowance, as provided by this Agreement, for the distance to and from the unit member's residence and the location of the appearance, unless a travel fee is provided by the Court.

A unit member required to appear in court while on scheduled vacation leave shall be considered to be on duty for the appearance time upon presentation of the required documentation.

32.03 Non-Work Related Court Appearance

A unit member who appears in court as a witness, plaintiff or defendant due to personal litigation or criminal charges or whose appearance is voluntary shall be required to use annual leave or leave without pay, at his/her option, for any such absence from work.

ARTICLE 33
LEGAL REPRESENTATION

33.01 The County shall provide, upon a unit member's request, legal representation from the County Attorney's Office, when the unit member is required, by subpoena, to appear as a witness in court or provide a deposition by the State Attorney, Public Defender, or a federal agency, where Brevard County is a named party in a lawsuit and the above referenced appearance is a result of legal action arising out of an incident which occurred during the unit member's official duties with Brevard County.

ARTICLE 34
FORMAL INVESTIGATION INTERVIEW

- 34.01 Where applicable, Department investigations for disciplinary actions shall be conducted pursuant to Florida Statute 112.80, commonly known as the Firefighter Bill of Rights.
- 34.02 When a unit member is the subject of a formal investigation, the Office of Professional Development shall serve the unit member with Formal Investigation document(s) prior to the investigation interview.
- 34.03 The unit member is allowed to have one (1) personal representative (who may be the Union representative), plus an attorney for a maximum of two (2) representatives present during a formal investigation interview. All copies of interviews documentation, and items to be discussed during the formal interview shall be supplied to the employee no less than twenty four (24) hours prior to the interview.
- 34.04 No pre-disciplinary notice shall be served on a Friday for a hearing to be held the following Monday.
- 34.05 All unit members not covered under Florida Statute 112.80, shall have investigations and pre-disciplinary hearings conducted pursuant to Brevard County Merit System Policies and Procedures. Disclosure of investigative packets will be consistent with Section 34.02.
- 34.06 The unit member (or Union) is allowed one (1) continuation to last no more than fourteen (14) calendar days, to secure a representative.

**ARTICLE 35
DISCIPLINE AND DISCHARGE**

- 35.01 Any unit member covered under this bargaining unit shall not be disciplined except for proper cause.
- 35.02 Prior offenses will not be held against an employee provided there have been no further offenses during the time specified below, except that in dismissal actions the employee's permanent personnel record and other appropriate documentation will be considered.

Dismissal Offenses (where lesser penalty was imposed).....3 years
Major Offenses.....2 years
Minor Offenses.....1 year

Major and minor offenses shall be determined from Fire Rescue Rules and Regulations and Policy XII of the Brevard County Merit System.

Any discipline identified to be first time minor offenses at the outset, shall be issued within fourteen (14) calendar days.

- 35.03 The following may be cause for temporary suspension without pay pending investigation, hearing and/or termination.
 - A. Upon notification of arrest for a felony charge, the unit member shall notify their on duty District Chief of their assigned district or above within 24 hours. Failure to notify the on duty District Chief or above within 24 hours may result in temporary suspension from duty without pay.
 - B. If the unit member is found to have adulterated a controlled substance test per Article 50, then the unit member may be temporarily suspended without pay upon Department notification of adulteration.
 - C. Failure to maintain required certificates per Article 10 may result in temporary suspension without pay.

If the County determines the unit member should be suspended without pay, then from the date of suspension, the investigation shall take no more than fourteen (14) business days. The hearing and/or decision to terminate shall be concluded within fourteen (14) business days following the investigation. If the Fire Chief believes there is a need for additional time for the investigation, then he/she may have a one (1) time extension of seven (7) business days, with permission from the Union President. Permission shall not be unreasonably withheld.

If the County fails to complete the investigation, hearing or decision to terminate in the above time frame, then the unit member shall be placed on suspension with pay pending the outcome.

If the County does not find sufficient evidence in the investigative process to determine the need for discipline, the unit member shall be returned to full duty with back pay.

- 35.04 Except for oral and written reprimands and as outlined in Article 10, when the County is considering discipline or discharge it shall give the unit member written notice of the nature of the charge(s) against the unit member and shall schedule a pre-disciplinary hearing with the unit member. The written notice will inform the unit member of his/her right to Union representation at the hearing. At the hearing the County representative will state the nature of the offense or offenses and provide the unit member with a fair opportunity to defend his/her actions. Within one (1) business week following the hearing, barring emergencies, the County Hearing Panel Chair will notify the unit member and if represented by the Union at the hearing, the President of the Union, in writing of its recommendation. If further investigation or time is needed to provide a decision, the County will advise the unit member of the need for further investigation or

time and shall indicate the maximum amount of time, which shall be utilized for the investigation. In no event shall this period of time exceed three (3) weeks unless mutually agreed upon by the parties.

- 35.05 Disciplinary days off shall be defined as 11.2 hours for 24/48 unit members and 8 hours for 40 hour a week unit members.
- 35.06 Any unit member covered by this Agreement shall retain the right to file a grievance or appeal, as applicable, protesting any disciplinary action, including discharge for proper cause. Such grievance or appeal shall be filed in accordance with the grievance procedure outlined in Article 39, or the County Merit System Policies and Procedures. However, nothing in this paragraph shall be read in conflict with the provisions of Article 41: Probationary Unit Members.
- 35.07 In those instances where a Union representative does not participate in the disciplinary process, the results of that process will not be precedent setting upon the Union.
- 35.08 The Department's DUI Policy is as follows:
- A. First Conviction
 1. Mandatory counseling by the County and/or State
 2. Unscheduled drug and alcohol testing for a twelve (12) month period paid for by the unit member. Court ordered drug and alcohol testing results may be submitted to satisfy this provision
 3. Possible five (5) day suspension without pay
 - B. Second Conviction will result in discharge
 - C. This Article does not negate the employee's requirement to be able to drive emergency vehicles per Article 10.
- 35.9 The investigative packet shall be provided to the unit member no less than 72 hours prior to the pre-disciplinary hearing date.
- 35.10 No Bargaining Unit employee should have any expectation of privacy while on duty or utilizing County resources as to his or her Internet usage. County Internet activity will be reviewed to assure that County Internet resources are used only for their intended purposes.

**ARTICLE 36
DEMOTIONS**

- 36.01 In the event that a promoted unit member does not receive a satisfactory rating on his/her final probationary performance evaluation for a higher position, as per Article 41, he/she shall be demoted to a position in his/her former classification at his/her pre-promotion rate of pay. Upon such demotion, the unit member shall not be required to serve a probationary period in his/her former classification.
- 36.02 In the event a unit member in a non-probationary promoted classification is demoted for disciplinary reasons or voluntarily requests demotion, he/she shall be demoted to a position in his/her former classification and shall receive a rate of pay determined as follows:
- A. He/she shall be required to serve a probationary period in his/her former classification. The unit member will be placed in the appropriate pay plan step of their former classification. Time served in the higher classification and the pay step the unit member occupied in the former classification (at the time of their promotion) will be included in making the determination of the appropriate pay step. In no case shall the unit member receive a higher rate of pay than the highest step of the former classification.
 - B. A rate of pay and/or probationary period as applicable under the terms of the final resolution to the grievance and arbitration procedure.
- 36.03 Demoted employees may be directed to participate in an orientation program related to the member's reassignment to the demoted position. The length and nature of this orientation shall be determined by the Fire Chief, or designee. The subject matter and performance requirements shall be determined by what training requirements are needed for the new position which the employee does not currently possess. At no time shall the requirements exceed existing Departmental requirements for an employee on new hire orientation or remediation for the new position.

ARTICLE 37
REDUCTIONS IN FORCE

- 37.01 When for any lawful reason the County determines that it must reduce its workforce, the County, in its sole discretion, shall determine the number of unit members and ranks to be reduced. The County Manager shall consider the recommendations of the Union, where such recommendations are submitted in a timely manner, prior to the final determination of layoff.
- 37.02 Where a layoff is proposed as part of a preliminary budget submittal, the County shall provide the Union President, in writing, the number of positions in each rank that are to be reduced no later than September 16th (or the next business day) of the year prior to the next fiscal year. Layoffs shall occur in the following order, as applicable:
- A. In the event that the number of budget positions for a particular rank is to be reduced, the County shall first eliminate any vacant positions for that rank.
 - B. In the event the elimination of vacant positions for that rank does not satisfy the total position reduction for that rank, then such unit member subject to layoff may displace the least senior unit member in the next lowest rank for which they are qualified with a corresponding reduction in pay.
 - C. Any employee displaced under this process, including a unit member who is the subject of a single position job elimination, may displace that least senior unit member in the next lowest rank with a corresponding reduction in pay. If no such displacement can occur, the displaced unit member shall be laid off.
- 37.03 If in the sole discretion of the Fire Chief an individual is determined to be an essential employee because of specialized skills, knowledge or abilities, such as ACLS instructors, hazardous materials or standards instructors, such unit member may be retained in favor another unit member with more rank seniority.
- 37.04 After a workforce reduction has been completed and where the County subsequently increases the number of budgeted unit member positions for a rank where one or more unit members were displaced, such unit members who were displaced or laid off will be given notice for recall to their former ranks.
- 37.05 The County shall recall or reclassify, as applicable, in order of greatest seniority in rank at time of displacement or layoff.
- 37.06 Notice of recall shall be sent to the unit member's last known address by certified mail. A laid off unit member shall provide the County with any subsequent change in address. A unit member being recalled from layoff shall have fourteen (14) calendar days after notification was mailed to accept or reject the recall offer and two (2) calendar weeks from the date of acceptance to return to work. The County agrees to consider extending these time limits in unusual circumstances when there is no necessity for a more timely appointment.
- If a unit member fails to contact the County in the fourteen (14) calendar days, the unit member will be considered to have rejected the recall.
- 37.07 An outside applicant for a given rank will be considered for employment consistent with Article 45 after all unit members eligible to return to work in the rank have been made an offer and rejected or failed to respond in a timely manner to same.
- 37.08 If it should become necessary for the County to reduce its workforce by a layoff of one (1) or more employees covered by this Agreement, those employees laid off shall receive severance pay pursuant to the Brevard County Merit System Policies and Procedures, Policy XIV, Separation from County Service.

- 37.09 The affected employee shall receive a written notice of the County's intent to reduce its workforce no less than thirty (30) calendar days prior to the last day of work.
- 37.10 A given employee who is laid off shall be compensated for 100% of his/her unused annual leave. Unit members not vested in the Florida Retirement System shall be entitled to receive twenty percent (20%) of their net unused sick leave. Unit members vested in the Florida Retirement System shall be paid thirty percent (30%) of any unused sick leave. Unit members with fifteen (15) years of service and are vested under the Florida Retirement System, shall be paid fifty percent (50%) of their unused sick leave balance.
- 37.11 Such compensation shall be payable within the period and according to the terms as specified in Brevard County Merit System Policies and Procedures, Policy II, Pay Plan.

ARTICLE 38
INFORMATION TO THE UNION

- 38.01 The County's Office of Human Resources shall request the Information Systems Department to forward to the Union President a monthly list of any appointments, hirings, and/or terminations regarding unit members during a given month. A list containing such information for a given month shall be provided by the tenth (10th) day of the following month.
- 38.02 The County also agrees to make available for reproduction to the Union President, the unit members' copies of their personnel action system (PAS) forms and notices regarding unit members' status changes, as authorized in 38.04.
- 38.03 The County agrees to provide the Union President with copies of suspensions or any other disciplinary actions as they relate to unit members as authorized in 38.04.
- 38.04 Change in PAS forms and copies of suspensions or any other disciplinary action will be provided to the Union where the unit member has provided a release specifying the applicable unit member's authorization to release the form to the Union. The unit member may revoke authorization, in writing, to the County at any time. The release shall not exceed the term of this Agreement.
- 38.05 The Union will be charged the applicable copy charge, as set forth by the Board of County Commissioners.
- 38.06 The Office of Professional Standards shall make every reasonable effort to notify the union president of an employee's intent to resign via Email within 48 hours of receipt of the signed resignation letter, excluding Holidays and weekends.

ARTICLE 39
GRIEVANCES AND ARBITRATION

39.01 Grievance

- A. A grievance is a formal complaint made by a grievant, who may be a unit member, concerning the application of the express terms of this Agreement, including the Merit Systems Policies and Procedures. All discipline and discharge shall be for proper cause.
- B. Computation of time related to written grievances shall begin the date the grievance is marked received and shall not include the day the grievance is filed, or reply received, or any Saturday, Sunday or observed holiday within said period. The Union President and grievant shall be notified by e-mail or other timely manner, of when the grievances was received. Time limits, at any stage of the grievance procedure, may be extended by written, mutual agreement of the parties involved, at that step.
- C. Grievances not advanced to the next step of the process by the grievant within the prescribed time limit shall be deemed withdrawn as having been settled on the basis of the decision rendered. Failure on the part of the County to answer within the time limit set forth in any step shall result in the member or the Union having the right to proceed to the next step of the grievance process or in the member's or the Union's discretion, the right to extend the grievance until such time as a response is received.
- D. At any step of the grievance procedure, the person named as the Union or the County representative may be changed, and an alternate appointed.
- E. Any grievance filed relating to a unit member's termination from employment shall be filed by the Grievant or Union commencing at Step 3 of this grievance procedure.
- F. At any step in the grievance procedure, the grievant may request a Union representative to attend and participate in the specified meetings.
- G. Unit members shall have the option of utilizing the Merit System grievance procedure, under Merit System Policy XIII, or the procedures set forth in this Article, but cannot use both procedures for the same grievance.
- H. At no time shall any disciplinary paperwork be placed into the employee's personnel file until the window for a grievance has expired.

39.02 Verbal Complaint and Formal Grievance Procedure

Grievances shall be processed in accordance with the following procedure:

- A. Disputes Involving Discipline:
 - 1. Verbal Complaints involving Discipline, up to and including Written Reprimands that are initiated by the unit member's immediate supervisor: In the event a dispute exists involving such discipline the unit member shall first bring this dispute to their immediate supervisor in an attempt to have the complaint resolved without invoking the formal grievance procedure, with or without the presence of the grievance representative. Such resolution shall not be inconsistent with the express terms of this agreement. Verbal complaints under this provision must be brought within seven (7) calendar days from the date the unit member learned, or reasonably should have learned, the facts which constitute the complaint. If a satisfactory resolution between the parties is not arrived at during this phase, the unit member shall have fourteen (14) calendar days to file a written grievance in accordance with Step 1 to their assigned District Fire Chief, or appropriate supervisor.

2. Grievances involving Discipline, including Disciplinary Probation, Suspension, and Demotion: In the event a dispute exists involving such discipline, the unit member shall file a Written Grievance with the Deputy Fire Chief within fourteen (14) calendar days from the date the grievant learned, or reasonably should have learned, the facts which constitute the grievance. Such Written Grievance shall be processed in accordance with Step 2 set forth herein.
3. Class action grievances shall be filed initially in writing with the Fire Chief at step 3 within fourteen (14) days of when the Union has knowledge of this action or event which gave rise to the grievance.

B. Written Grievance Process

- Step 1: In the event a unit member believes a dispute exists, as outlined in Section 39.01, and has not been resolved in accordance with Section 39.02, he/she shall file a Written Grievance with the District Chief or appropriate supervisor, or designee, within twenty one (21) business days from the date the grievant learned, or reasonably should have learned, the facts which constitute the grievance. The applicable officer, or designee, and the grievant shall meet within seven (7) business days of receipt of the grievance and, if possible, resolve the dispute which gave rise to the grievance. The applicable officer shall obtain the facts and forward his/her decision, in writing, to the grievant and to the Union, no later than seven (7) business days following the meeting date.
- Step 2: If the grievance is not settled at Step 1, the grievant shall forward the grievance within fourteen (14) business days to the appropriate Assistant Fire Chief, or appropriate supervisor as applicable, within seven (7) business days from the receipt of the grievance of the Step 1 decision. The Assistant Fire Chief or appropriate supervisor shall meet with the grievant within seven (7) business days, excluding holidays, of receipt of the grievance. The Assistant Fire Chief or appropriate supervisor, shall obtain the facts and forward his decision, in writing, to the grievant and the Union no later than seven (7) business days following the meeting date.
- Step 3: If the grievance is not settled at Step 2, the grievant shall forward the grievance to the Fire Chief within seven (7) business days from the receipt of the grievance of the Step 2 decision. The Fire Chief shall meet with the grievant within seven (7) business days of receipt of the grievance. The Fire Chief shall obtain the facts and forward his decision, in writing, to the grievant and the Union no later than seven (7) business days following the meeting date.
- Step 4: If the grievance is not settled at Step 3, the grievant shall forward the grievance to the Human Resources Director within seven (7) business days from the receipt of the Step 3 decision. The Human Resources Director shall meet with the grievant within seven (7) business days of receipt of the grievance. The Human Resources Director shall obtain the facts and forward his decision, in writing, to the grievant and the Union no later than seven (7) business days following the meeting date.

39.03 Arbitration

- A. If represented by the Union, the Union can decide not to take a grievance to arbitration. No member can proceed to Arbitration if not represented by the Union.
- B. If the grievance is not settled during the grievance procedure, the Union or the grievant, may give written notice to the Human Resources Director of the intent to submit the matter to arbitration no later than seven (7) business days from the receipt of the Step 4 decision.
- C. Within seven (7) business days following receipt of the arbitration notice by the Human Resources Director, the Union President and the Human Resources Director, or their respective designee, shall meet to attempt to select an arbitrator by mutual agreement.

- D. In the event agreement cannot be reached on the selection of an arbitrator, the Union President shall request Federal Mediation and Conciliation Service to provide a panel of arbitrators within seven (7) business days of the arbitrator selection meeting.
- E. Within seven (7) business days of receipt of the panel of arbitrators the Human Resources Director and the Union President shall meet and beginning with the Union President, alternately strike a name from the panel of arbitrators, until one name remains. That person shall be designated as the Arbitrator and the Federal Mediation and Conciliation Service shall be informed of this decision, and shall proceed to establish a hearing date. The Union President and the Human Resources Director shall alternately be the first party to strike a name from the panel of arbitrators for subsequent arbitrations during the period of this Agreement.
- F. The Union and the County shall attempt to mutually agree, in writing, as to the statement of the matter to be arbitrated prior to the hearing. In the event that the parties fail to agree on a statement of the issues to be submitted, a written statement of the grievance and issues to be decided shall be presented to the Arbitrator by each party. Wherever possible, such statements shall be presented to the Arbitrator and exchanged between the parties two (2) weeks prior to the arbitration hearing date. Rights of the parties shall not be prejudiced by the inability or failure to comply with this subsection. The Arbitrator shall confine his decision to the particular matter specified in the Submission statement(s).
- G. The Arbitrator shall consider and decide only on the specific grievance issue(s) submitted to him/her in writing by the Union and the County. The arbitrator shall confine his or her consideration and determination to the written grievance presented in STEP ONE of the grievance procedure. The arbitrator shall have no authority to substitute his or her judgment for that of management in any area identified in this Agreement or by law as a management right, and/or change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amended thereto. He/she shall have no other authority to consider or rule upon on any other matter.
- H. In any arbitration proceeding, the Arbitrator shall sustain or uphold the decision of the County if the County establishes that the County's decision regarding the unit member is supported by a preponderance of the evidence, conversely, should the County fail to establish that the County's decision regarding the unit member is supported by a preponderance of the evidence, the Arbitrator shall sustain the grievance.
- I. Any hearing before an Arbitrator selected through the Federal Mediation and Conciliation Service shall be conducted in accordance with the rules of that service. All expenses of the Arbitrator and/or Service shall be split equally by the Union and the County.
- J. Either party may hire a stenographer to be present at the hearing. The party requesting the stenographer will be required to pay for this service. In the event both parties request a stenographer to be present, they shall share the cost of this service equally. The Arbitrator shall be provided a copy of any transcripts of the hearing at no cost.
- K. The decision of the Arbitrator shall be final and binding upon the aggrieved unit member, the County and the Union. The Arbitrator shall not have the power to alter, modify, amend, add to, or detract from the specific, expressed terms of this Agreement. The Arbitrator shall not have the authority to limit or impair any right that is reserved by this Agreement.
- L. No decision of the Arbitrator shall have application earlier than fourteen (14) days prior to the filing of the written grievance.
- M. In the event the Arbitrator concludes that the subject matter of the grievance is within the scope of the Management Rights Clause, and no expressed language of the Agreement provides a specific basis for an alleged breach of this Agreement, the Arbitrator shall dismiss the grievance with the ruling that the subject matter of the grievance is within the reserved rights of the County.

39.04 Class Action Grievance

When the action or actions of the County affect a number of unit members in a similar manner, the Union may file a Class Action Grievance on behalf of the affected unit members.

39.05 Management Grievance

Any Management grievance shall be presented by the Fire Chief to the Union President by any provision of written notice citing and describing the dispute and referencing the specific section or sections of this Agreement which have been violated. A copy of such notice will be provided to the County's Human Resources Director. The Union President shall give a written response to the Fire Chief within seven (7) business days of the date of receipt of the Management grievance. If the County is not satisfied with the resolution specified by the Union President in the Union's written response, the County may exercise its statutory rights with the Public Employee Relations Commission, pursuant to Florida law.

ARTICLE 40 SENIORITY

40.01 Definitions

The following definitions are applicable as provided in the respective Articles in this Agreement:

- A. Department Seniority is defined as the length of continuous service with Brevard County Fire Rescue, measured from the bargaining unit member's initial or adjusted date of employment with Brevard County Fire Rescue.
- B. Rank Seniority is defined as the length of continuous service in a specific rank within Brevard County Fire Rescue. Rank is defined as follows:
 - 1. EMT (Non Fire Certified)
 - 2. Paramedic (Non Fire Certified)
 - 3. Firefighter
 - 4. Lieutenant (commission date)
 - 5. Emergency Vehicle Dispatcher
 - 6. Emergency Vehicle Dispatcher Supervisor (commission date)
 - 7. Fire Prevention Inspector
- C. Certification Seniority is defined as the length of cumulative service with each respective certification of Firefighter, E.M.T. or Paramedic.
- D. County Seniority is defined as the length of cumulative service with Brevard County, measured from the bargaining unit member's initial or adjusted date of employment with the County.

40.02 Seniority Hierarchy

For purposes of determining seniority for bidding, involuntary transfers, and cross shift transfers as described in Article 43, seniority shall be determined utilizing the following criteria, in order, as follows (hereinafter referred to and defined as "Seniority Hierarchy"):

- 1. Rank Seniority (applicable to Lieutenants and EVD Supervisors only)
- 2. Department Seniority
- 3. Certification Seniority
 - a) Florida Firefighter Compliance Certification Number (chronological lowest to highest)
 - b) Date of State of Florida Paramedic Certification
 - c) Date of State of Florida EMT Certification

40.03 Interruption of Service

Service shall be considered as having been interrupted when a bargaining unit member is absent due to a layoff for more than one (1) year. Service shall be considered as having been interrupted when a bargaining unit member is absent due to resignation for more than thirty (30) calendar days. The provisions of this section apply to seniority only for purposes of bidding and bumping, but not to other benefits such as annual leave, sick leave accrual, and/or Step Plan pay benefits, etc.

ARTICLE 41
PROBATIONARY EMPLOYEES

41.01 Newly Hired Unit Members

- A. Newly hired unit members shall serve a probationary period of twelve (12) months from successful completion of the new hire orientation program. The termination of a probationary unit member shall not be subject of a grievance or appeal under the Merit System Policies and Procedures or this agreement.
- B. New hire employees are not eligible to bid for positions until they have successfully completed their Fire Rescue recruit orientation (pinning ceremony).
- C. Newly hired employees under the 24/48 Operations orientation program shall have their salary adjusted from a 56 hour rate of pay to a 45 hour rate of pay for their non-shift based orientation period only.
- D. Newly hired employees and Recruits are entitled to all rights under this contract during their probationary period, unless expressly excluded.

41.02 Promoted Unit Member

Any unit member promoted to a higher classification shall become probationary in the new classification for a period of six (6) months. All such probationary unit members shall be evaluated in writing before the end of their probationary period. A "Less Than Satisfactory" rating may result in an extension of the probationary period which shall not exceed three (3) additional months or a demotion from the position, at the discretion of the County. A unit member shall be released from probation and attain permanent status in the higher classification upon receiving a "Satisfactory" rating on his/her probationary performance evaluation.

**ARTICLE 42
FLOATER POSITIONS**

42.01 Floater Positions

Management shall determine the number and type of floater positions. Floater personnel may be utilized to reduce overtime costs associated with the temporary absence of permanently positioned unit members. A floater is part of the crew of the station to which he/she is assigned when not required to float to another station for a specific shift or required time period, for the purpose of temporarily replacing a permanent unit member.

42.02 Floating Position Assignment

A newly hired or newly certified unit member shall not be assigned to a vacant floating position until the applicable orientation is completed.

42.03 Vacant Floater Position

- A. A vacant floater position may be filled in accordance with Article 43.11 or by a permanent unit member requesting and being granted the assignment to the floating position, otherwise the vacant floater position shall remain vacant until such time as a newly hired or newly certified unit member is available to fill the position.
- B. The Fire Chief, in his/her sole discretion, shall have the right to permanently assign floaters to a vacant permanent position, to which they are qualified.

42.04 Unit Member in a Floating Position

A unit member in a floating position may be required to float to another assignment on the same shift.

42.05 Floater Utilization

The following method will be used to determine which floater will be utilized for a given shift and which station he/she will report to:

- A. The Staffing Technician will determine if a floater can be used to fill an open position and will select a floater whose normal assignment is closest to the station needing a replacement. The Staffing Technician will attempt to keep the floaters in or close to the stations they are normally assigned. Staffing requirements may make this impossible on a given day and a floater could be required to float to any station in the County.
- B. The Staffing Technician will attempt to notify the unit member the shift prior to his/her regular shift that they are being floated and to which station.
- C. A unit member assigned to a floater position who has not been notified to float prior to 2200 hours the day before his/her regular shift, is to report to his/her regular duty station.
- D. A unit member who is notified before 2200 hours the day before his/her regular shift that he/she is to float to another station for the shift will be expected to report to the assigned station by 0700 hours.
- E. A unit member who is notified, at home, after 0600 hours in the morning of his/her regular shift that he/she is to float to another station for the shift, will be expected to report for duty at the assigned station as close as possible to the normal reporting time, but no later than as provided in Section F.

- F. A unit member who is notified after he/she reports to his/her normal duty station that he/she is to float to another station for the shift, will have up to thirty (30) minutes or two (2) minutes per mile (according to Brevard County Fire Stations Mileage Chart) for the distance from the normal duty station to the assigned duty station, whichever is greater, to get to the assigned station after he/she departs from the normal duty station.

**ARTICLE 43
TRANSFERS AND BIDS**

43.01 Management may assign unit members to a different reporting point, station or shift as required to meet the needs of the Department. Such transfers shall not be made as a pretext for discipline, without a hearing. The assignment of a unit member to a position by management shall not cause the displacement of another unit member.

43.02 For the purpose of training and the enhancement of job related knowledge, skills, or abilities a unit member may be temporarily reassigned by their District Supervisor within their District to a position of equal rank and qualification for a period of time pre-determined in writing not to exceed 10 regular shifts in a twelve (12) month time period, excluding reorientation and remediation. The member being reassigned shall be given a minimum of forty-eight (48) hours prior notice regarding the reassignment.

43.03 Involuntary Transfers

Where no qualified bidders apply, involuntary transfers to permanent vacancies shall be determined by the Seniority Hierarchy on the affected shift. A unit member shall not be involuntarily transferred to a permanent vacancy, on a permanent basis, more than twice in a twelve (12) month period. Displaced unit members will not be permitted to bid back to the position in which they were displaced for the first sixty (60) days after displacement

Where there are floaters on the shift that the vacancy exists, the least senior floater (as determined by the Seniority Hierarchy) shall be placed in the vacant position before members who are already in a permanent position. It is understood that a floater may have more applicable seniority than another member on the same shift who is in a permanent position; however, this shall not inhibit the floater from being involuntarily placed instead of the less senior member.

When no floaters exist on the applicable shift, but floaters do exist on other shifts, floaters from the other shifts may be cross-shifted into the vacant position in accordance with Article 43.11 before a member already in a permanent position is involuntarily transferred.

43.04 Remediation

Unit members may be transferred involuntarily for the purpose of remediation. Remediation objectives and the time frame shall be clearly defined. When the unit member has successfully completed the remediation, the unit member shall return to his/her original assignment.

43.05 Bid Posting, Submission, Award and Withdrawal

A. The Staffing Office shall post a notice that assignments are available for bid. All bids shall remain open for a minimum of two (2) weeks. The notice for bid shall include the position description, the station assignment, the shift assignment, identify the position as a temporary (defined as a permanent position vacated for more than six (6) months or sixty (60) shifts) or a permanent assignment, and the date and time the bid will close. Each Bid Submission and each Bid Withdrawal shall be presented to the Staffing office in a separate email, prior to the closing date and time. The Staffing office shall notify the winning bidder of the award of the bid and arrange the date the unit member will report to his/her new assignment. The Staffing office shall report the winning bids in a form and by means selected by the County, such as e-mail.

The Dispatch Manager shall post notice that shift assignments are available for bid in Dispatch. Bids shall remain open for a minimum of two (2) weeks. The notice shall identify the shift assignment, identify the permanent position assignment, and date of availability. Each Bid Submission and each Bid Withdrawal shall be presented to the Dispatch Manager in a separate email, prior to the closing date and

time. The Dispatch Manager shall notify the winning bidder and arrange the date of assignment. The Dispatch Manager will post the winning bid.

B. The following positions shall be bid:

1. Firefighter/E.M.T. (Firefighter/E.M.T.s can bid on a Firefighter/E.M.T. position.)
2. Firefighter/Paramedic (Firefighter/Paramedics can bid on a Paramedic position. A "non-solo" Firefighter/Paramedic can only bid on a "non-solo" Firefighter/ Paramedic position. A "solo" Firefighter/Paramedic can bid on both a "non-solo" and a "solo" Firefighter/Paramedic position.)
3. EMT (Non-Firefighter Certified EMT's can only bid on a Non-Firefighter Certified EMT position.)
4. Paramedic (Non-Firefighter Certified Paramedics can only bid on a Non-Firefighter Certified Paramedic position.)
5. Lieutenant (Lieutenant can bid on an Engine Lieutenant position.)
6. Lieutenant/Paramedic (Lieutenant/Paramedic can bid on a Lieutenant/ Paramedic or an Engine position.)
7. Emergency Vehicle Dispatcher Supervisor (Emergency Vehicle Dispatcher Supervisor can bid on an Emergency Vehicle Dispatcher Supervisor position.)
8. Emergency Vehicle Dispatcher (Emergency Vehicle Dispatcher can bid on an Emergency Vehicle Dispatcher position.)

C. The following positions are not eligible for bid:

1. Floater Positions

43.06 Criteria for Awarding a Bid

A unit member shall be afforded the opportunity to bid and be considered for any and all reassignment to another reporting point or station for which they are qualified on a permanent or temporary basis except as outlined in 43.03 under displacement. Such requests must be approved by the Staffing office or Dispatch Manager for Dispatch.

The criteria for awarding bids shall be determined by the Seniority Hierarchy.

- 43.07 A unit member that is awarded and holds a temporary bid shall be offered the position in the event the vacancy becomes permanent.
- 43.08 If a unit member has entered or is about to enter a re-evaluation period (for performance reasons) with a specific length of time, then the unit member shall be permitted to bid on any applicable open position; but shall not take possession of the awarded bid until the re-evaluation period has been completed successfully and a new evaluation completed.
- 43.09 A unit member, who is awarded a bid or does a voluntary assignment swap and physically reports to duty at their new assignment, shall remain in the new position for a minimum of three months or thirty (30) regularly scheduled twenty-four (24) hour shifts or forty five (45) calendar days for Dispatch from the date the bid is awarded before becoming eligible to bid or swap to another assignment. This bidding limitation shall not apply in the event a unit member is promoted to a higher rank or attains or completes an additional certification(s) or specialized training resulting in the eligibility for bidding such an assignment. In the event a

temporary position does not last at least three (3) months the unit member being displaced shall be eligible to bid at the time of displacement.

43.10 At the time of promotion, the newly promoted unit member(s), either Lieutenant, or Emergency Vehicle Dispatch Supervisor, shall fill the opening(s) where no qualified bidders apply. If multiple openings occur and where no qualified bidders apply, openings will be offered to the promoted unit members in the order in which they scored on the promotional list.

43.11 Required Cross-Shift Transfers

A. When it becomes necessary to transfer a unit member across shifts to balance the staffing profiles in Fire Rescue Operations and where no qualified bidders apply, the Staffing office first transfers qualified floaters to the vacant shift assignment. If no floaters are qualified, the Staff office shall utilize the Seniority Hierarchy to identify the unit member from the highest staffed shift with the required qualifications and the least applicable seniority to be cross shifted to the vacant shift assignment. Cross shift transfers must be approved by the Fire Chief, or designee.

B. The unit member who is to be cross shifted shall be afforded the opportunity to use his/her Department seniority to displace a unit member in the same classification with the least seniority on the shift with the vacant shift assignment; or voluntarily accept the cross shift opening. In the event a less senior unit member on the targeted shift is displaced by a cross shifted unit member, he/she shall fill the vacant shift assignment.

C. When it becomes necessary to fill a temporarily vacant position for Dispatch, due to operational needs, the following shall apply:

1. The Dispatch Manager shall first request a voluntary transfer.

2. If the position is not filled by a voluntary transfer, the Dispatch Manager shall cross shift a unit member. The Dispatch Manager will make every reasonable effort to equitably distribute cross shift transfers among unit members, as defined by the Seniority Hierarchy, taking into account seniority, availability and experience.

43.12 Requested Stations and/or Shift Transfer

A. Unit members of equal rank and job classification (not to include Special Operations Team) may transfer laterally between stations and/or shifts; however, such transfers must be mutually agreed upon by the unit members and both their District Supervisors or their designees or Dispatch Manager. Each unit member shall submit a request to their respective District Supervisor, or their designee, in a form and by means selected by the County, such as certified e-mail.

B. Each respective request shall include the unit members' name, rank/certification, current station assignment and shift, and the date the unit member's request to make the trade effective.

C. A station and/or shift transfer will not be permitted when one of the unit members is going to be promoted, bid on a station assignment or when one of the unit members is going to terminate his/her employment with the County within six (6) months.

D. Station/shift transfers must be identified in writing as being either permanent or temporary. If the transfer is temporary, a beginning and ending date must be documented in writing.

E. Special Operations Team transfers of all types must be approved by the Assistant Chief of Fire Operations, or designee.

43.13 Transfer Denial Explanation

A request for the privilege of a transfer to another station, worksite, or shift shall be submitted to the requesting unit member's District Supervisor, or designee, or Dispatch Manager, as applicable, at least three (3) shifts or workdays in advance, and said request shall not be unreasonably denied. The basis for a denial for transfer shall be first provided orally. If the unit member is not satisfied with the explanation, he/she may request and receive the explanation in writing.

43.14 Profile or Displacement Change

Unit members who are displaced due to changes in a station's profile may be placed into any existing open slots of appropriate rank and/or certification(s), with no bidding process. Said member(s) may then enter into the formal bidding process at their first eligible and available opportunity. Station profile is defined as: When a specific rank and/or certification is eliminated or added to a station and/or a new position is created or removed from an already established station.

When an employee bids for a position on another shift and owes a shift trade on that shift, they are unable to repay the trade at that point. The employee will be given up to three weeks to rectify and work the trade prior to being assigned to their new position. Should the trade repayment not occur within that timeframe, the employee owing the trade will have annual leave equaling the amount deducted from his/her annual leave bank and given to the employee they were to work for. If the employee who owes the annual leave does not have enough time in their annual leave bank at the time of deduction the bid shall be considered void. The bid winner will return to their original assignment and the next bidder in line shall be awarded the bid.

The employee who receives this annual leave will then be given the opportunity to take annual leave on the date of the original trade. Should this fall on a holiday, normal staffing rules will apply to the position at that time, and it may be self-fill.

Should the employee who bids to another shift be owed shift trade time and they already have worked for the other party, the party who owes the time will have it deducted from their annual leave bank and given to the person they owe the time to. The party who owes the time will have the same three week window to work for the employee before they are placed in their new position to avoid the leave time deduction.

If neither party has worked a side of a trade already in Telestaff, the entire trade shall be cancelled upon assignment of the employee to their new shift and no time deductions will be made.

At no time shall outstanding shift trades incur any expense upon the County.

ARTICLE 44

WORK OUT OF CLASS

- 44.01 It is understood that every incidental duty connected with operations cannot be listed in job classification descriptions. Unit members may be required to perform duties that are not contained in job classification descriptions. Company in-service inspections shall be considered a routine part of the duties for Fire Rescue personnel.
- 44.02 Personnel who are presently on the promotional list will constitute the Eligibility List. Unit members on the Eligibility List may be temporarily assigned to the applicable Acting Officer's position. No unit member who has failed a previous promotional exam may be placed into an Acting Officer position until that unit member successfully passes a subsequent promotional exam. Temporary assignments shall not be used to fill permanent openings.
- 44.03 The Eligibility List will be administered by assigning the Acting positions to those unit members on the existing promotional list first, and then offering Acting positions to the remaining Eligibility List on a voluntary basis, as long as there is no crossing of personnel between shifts.
- 44.04 In those cases where an Acting position is expected to exist for longer than thirty (30) days, a unit member shall be utilized from the promotional list of candidates in rank order qualified for that specific available vacancy. Subsequent Acting positions shall be filled on a rotating basis, regardless of shift.
- 44.05 A unit member who temporarily performs work in a higher classification, totally different from his/her normally assigned tasks, shall be paid the minimum of the higher classification or five percent (5%) above the current salary, whichever is greater. No unit member shall be paid more than the maximum of the salary range. Such payment shall commence immediately upon reporting for duty in the out of grade classification.
- 44.06 To the extent a unit member who temporarily performs work in a higher classification and incurs overtime his/her overtime rate of pay shall be calculated using a weighted rate combining the unit members actual rate with the adjusted out of class rate to determine the unit member's overtime premium.

**ARTICLE 45
PROMOTIONAL OPPORTUNITIES**

45.01 Filling of Promotional Position Vacancies

It is the intent and policy of Brevard County to consider and give priority to its own qualified employees for promotional opportunities in employment before considering outside applicants. Promotional tests for Fire Lieutenant will use a standard grading system based on a 100 point scale for determining the total score of the candidate and will consist of multiple-choice closed book written examination worth thirty-five (35) points, a tactical skills exercise worth fifty (50) points, and a personnel problem that may be oral, written or a combination of techniques worth fifteen (15) points. A passing cut score will be established by the testing vendor (if applicable) using professionally accepted procedures. Candidates must achieve the established cut score on the written test to be eligible to move on to the tactical and personnel problem portions of the testing process.

The cut score will be set for each portion after the data is reviewed for the following factors:

- Natural breaks in the data
- Psychometrics of the test
- Distribution of scores
- Utility the test is supposed to serve (i.e. providing an adequate number of candidates for the promotional procedures to serve the County's needs).

45.02 Promotional Eligibility Criteria

In order for a unit member to be eligible for each respective promotional examination, the following criteria shall be met as of the date of the written examination:

A. Lieutenant

Unit members shall not be permitted to take the promotional test for the position of Lieutenant until the unit member has served six (6) continuous years as of the written examination date, including any approved leave of absences as a Brevard County Fire Rescue full time permanent employee. Continuous service is defined as the period of employment not interrupted by dismissal, retirement, quitting without notice or any other termination of employment. The unit member must have worked five (5) of those six (6) years in a position that includes being a Firefighter with a State of Florida Paramedic certificate/license, and obtained the State of Florida Fire Officer I Certification.

Points are awarded to the final overall passing point score: all degrees must be awarded from an accredited college or university as defined in the most current edition of *Accredited Institutions of Postsecondary Education* as published by the American Council on Education.

Associates Degree	4 points
Bachelor's Degree	6 points – not cumulative with Associates Degree points

In addition to points awarded for formal postsecondary education, additional points for the certifications/longevity listed below will be awarded to the candidates final overall passing point score. Certifications and degrees must be valid on the date of the official promotional announcement.

- State of Florida Fire Instructor certification: 1 point
- State of Florida HazMat Technician certification(HazMat 160): 1 point
- Holding all Tech class certifications listed in Article 67.01: 1 point
- BCFR Solo Paramedic: 3 points

- Each continuous full year of service for BCFR as a firefighter will be awarded .5 points for each additional year over six (6) years to a maximum of three (3) points total, as of the date of the official testing notification.

All unit members providing notice pursuant to paragraph 45.05 for promotion must have a current (365 days or less) "Meets Expectations" or greater evaluation on file to participate in the written examination process.

B. Fire Rescue Communications Shift Supervisor

Unit members assigned to the Emergency Vehicle Dispatch Center must be employed as an Emergency Vehicle Dispatcher for a period of three (3) continuous years immediately prior to the examination date, including any approved leave of absences as a Brevard County Fire Rescue full time permanent employee, before being eligible for promotion to Fire Rescue Communications Shift Supervisor positions and must meet the criteria and successfully participate in the competitive testing process as established by the County. Unit members must successfully complete the Employee Development Program prior to coming off of probation.

45.03 Examination Ineligibility

Unit members will not be permitted to take the promotional test if they have received less than a "Meets Expectations" performance evaluation within the past twelve (12) months. Unit members must have a current performance evaluation on file which was completed within the past twelve (12) months.

45.04 Posting of Testing Notice

- A. The County will post notices of promotional testing in each worksite, station, or reporting point at least sixty (60) calendar days in advance of any scheduled examination. The notice will advise the unit members of the time, date, location of the written examination, a list of specific reference materials that will be used for the examination and the criteria for eligibility to test.
- B. A subsequent notice will be posted giving the time, date and location of the examination as soon as practicable after such details are firmly established.
- C. Nothing contained herein prohibits the County from providing all the information required in items "A" and "B" in the original notice.

45.05 Notification of Intent to Test

In order to sit for a written examination, an eligible unit member shall give notice, via e-mail, of his/her intent to take the written examination, no later than fifteen business (15) days prior to the test date. Unit members who intend to sit for any promotional exam must agree to participate in any "Acting Officer" position and/or work out of classification for the position he/she intends to test for. Further, taking the promotional exam also indicates a commitment from the unit member to promote upon notification of an offer. All certifications, degrees and licenses the member wishes to have count towards additional points shall be provided by the employee by the date of the written examination.

45.06 Test Administration

The annual job related promotional examination process for each rank shall be conducted, provided a minimum of three (3) eligible unit members give notice of intent to test. If there are less than three (3) eligible unit members, the County, in its sole discretion, may utilize the Merit System for promotions.

45.07 Test Review Procedure

- A. All unit members who took the written exam shall have the opportunity to attend one (1) of two (2) group test review sessions to be conducted on consecutive days. Appeals of examination questions must be provided to the Office of the Assistant Chief of Professional Standards during the review sessions on an appeal form, provided by the Department. The decision of the Fire Chief, or designee, on all appeals shall be final.
- B. An initial grading of the exams will be performed for the purpose of validating the questions. The final grading and publishing of the written examinations shall not be performed until the filed appeals from Section 45.07 (A) have been answered.
- C. Unit members may inspect their graded written examination with the answer key and substantiate in writing to the Office of the Assistant Chief of Professional Standards any claims of error(s) in grading within seven (7) business days of receiving their test scores.

45.08 Successful Candidate Ranking

The promotional eligibility list, a list of candidates who have successfully passed all portions of the promotional testing process according to the cut score established as noted above, will be provided via Department Bulletin to all members of the Department. Candidates shall be listed in order of highest score first.

45.09 Promotion From the Eligibility List

The Fire Chief, at his/her sole discretion, selects any one (1) of the top five (5) candidates from the promotional list of candidates qualified for the specific available vacancy. The top five (5) ranked applicants from an eligibility list shall be certified to the Fire Chief in response to any promotional vacancy. The next ranked applicant shall be certified in response to each additional vacancy that exists.

45.10 Maintenance of Promotional Eligibility Lists

- A. The County will strive to maintain a Promotional Eligibility List for each respective bargaining unit promotional position within Brevard County Fire Rescue. Each Promotional Eligibility List will be valid for a period of up to one (1) year; it may be extended an additional year for a total period not to exceed two (2) years from the date the list is certified. The certification of a new list may precede the expiration of an existing list where there are less than five (5) remaining candidates on the Promotional Eligibility List.
- B. A new test date may be posted when the County reasonably believes that an existing Promotional Eligibility List will be exhausted due to the promotion of the remaining candidates prior to the expiration date or less than five (5) candidates remain on the Promotional Eligibility List. In either event, the County may post a new test date within sixty (60) days of the anticipated date of the depletion of the existing list, for the administration of a promotional examination to establish a new list of qualified candidates.

ARTICLE 46
OUTSIDE EMPLOYMENT

- 46.01 No unit member may accept outside employment or engage in any private business, with or without compensation, if such outside employment or business is inconsistent, incompatible or provides a conflict of interest with the normal conduct of the unit member's position, including any violations of Florida Statutes relating to Ethics, or if such employment impairs the unit member's ability to perform his/her duties as a County employee.
- 46.02 Prior to acceptance of outside employment or engaging in any private business, the unit member shall request approval from the Fire Chief, or designee, on the designated Outside Employment Form. The request shall state the potential employer's name, nature of employment, address and telephone number.
- 46.03 A unit member who engages in non-County employment shall be ineligible to receive Workers' Compensation benefits or the benefits provided under Article 30 when illness, injury or disability results from such outside employment.
- 46.04 The Fire Chief, or designee, shall determine whether such employment or business activity is inconsistent, incompatible or conflicts with the unit member's duties and responsibilities or interferes with the unit member's production or efficiency. The Fire Chief, or designee, shall provide written approval or rejection of such employment or business activity to the unit member as soon as reasonably possible, within two (2) calendar weeks of the request. Approval shall not be unreasonably denied.
- 46.05 Permission to engage in outside employment or business activity may be withdrawn at any time when it is determined by the Fire Chief, or designee, that such employment or business activity is inconsistent, incompatible or conflicts with the unit member's duties and responsibilities or interferes with the unit member's production or efficiency.

**ARTICLE 47
EDUCATION**

- 47.01 The Union and the County agree to encourage unit members of Brevard County Fire Rescue to further their education, especially as such continuing education relates to the services provided by Brevard County Fire Rescue.
- 47.02 The County will, whenever feasible, agree to modifications to the work schedules of unit members to permit attendance at schools or courses which further unit members' training, education or skill in the fire and medical services so long as there is no cost to the County and qualified unit members are available to work the schedules.

47.03 Reimbursement Request Submission

All requests for educational reimbursement shall be submitted to the Office of Professional Development and approved prior to the attendance at any course or seminar. All requests for reimbursement may be granted at the sole discretion of the Fire Chief, or designee. To remain eligible for reimbursement, proof of registration must be submitted within two (2) weeks of commencement of classes.

47.04 Course Work

Course work must be directly related to the technical duties of the unit member's position or must directly enhance the technical knowledge, skills and abilities relating to the unit member's current position and of benefit to the County.

Employees who are taking college level courses with the goal of achieving a college degree and are seeking tuition reimbursement will provide information that identifies the degree being pursued and the related course catalog that lists the course requirements prior to seeking tuition reimbursement.

Required core courses, as identified in the degree curriculum (course catalog), may be approved. Elective courses are not eligible for tuition reimbursement; however, restricted electives may be considered on a case-by-case basis.

The following college degrees are recognized as being acceptable for tuition reimbursement; others may qualify upon approval of the Fire Chief.

Associate Degrees:	Fire Science, Emergency Medical Services, Associate of Arts
Bachelor's Degrees:	Fire Science, Public and Business Administration, related degrees.
Master's Degree:	Public Administration, Business Administration

47.05 Educational Facilities

Post-Secondary Vocations/Technical/Trade and Business Schools. Educational facilities must be institutions that are accredited and recognized by the U.S. Department of Education as listed in the Database of Accredited Post Secondary Institutions and Programs.

47.06 Availability of Funds

In the event a commitment for allocated funds occurs prior to the end of the fiscal year, no additional requests for tuition reimbursement shall be approved unless additional funds are allocated. The County shall notify unit members in the event of such an occurrence. The Fire Chief shall provide the Union President, upon his request, by November 1st of each year and accounting of funds spent on the previous year's educational reimbursement.

47.07 Reimbursement Schedule

Reimbursement will be made in accordance with the following schedule:

Letter Grade	Percentage Reimbursed
A	100%
B	90%
C	75%
D or Below	0%
Pass	100%
Fail	0%

47.08 Grade and Tuition Submission

The official notice of grades and the original tuition receipt must be submitted to the Training and Personnel section within thirty (30) days of the completion of the approved course(s) or receipt of the official notice of grades, whichever date is the later. At that time, reimbursement shall be authorized.

47.09 Maximum Annual Reimbursement

Tuition reimbursement shall be limited to a maximum of \$3,000.00 per employee per fiscal year.

47.10 Limitations on Reimbursement

- A. Unit members entitled to educational benefits under other programs or legislation (i.e. G.I. benefits, scholarships, grants, etc.) shall not be approved for tuition reimbursement until such benefits have been expended.
- B. Unit members receiving assistance from another source, separate and apart from the County, will be reimbursed only in proportion to the total amount of tuition paid by the unit member and not reimbursed from another source. No unit member will receive tuition reimbursement greater than actual expenditures paid by the unit member.
- C. Reimbursement shall be made for tuition, and lab fees cost only, and shall not include student activity fees, books, materials, travel, parking fees or any other expenses.
- D. Tuition reimbursement for college courses will not exceed the current Resident average per credit hour cost (semester schedule) per the State University System of Florida. Information regarding per credit hour tuition costs can be found at <http://www.flbog.edu/>.
- E. Unit members seeking tuition reimbursement, college degree/course approval will factor in the rank of the employee. The below table identifies the degree/course level for each rank.
- F. Available reimbursement funds will be split into three amounts and designated for classes during each period. The first period funds will be 40%, the second period funds will be 40% and the third period funds will be 20%.
 - Class dates beginning after August 1, ending before December 31. (First period)
Applications accepted July 1 to one week prior to class start by 5:00pm.
 - Class dates beginning after January 1, ending before May 31. (Second period)
Applications accepted December 1 to one week prior to class start by 5:00pm.

- Class dates beginning after May 1, ending before August 31. (Third period)
Applications accepted April 1 to one week prior to class start by 5:00pm.

Applications will be evaluated based on the registered course and awarded in order of submission until all applications have been approved or all funds have been allocated. Any funds not used in one period will be rolled over to the next period.

47.11 Employment Obligation

A unit member receiving tuition reimbursement shall agree to remain in the employment of the County for at least two (2) years following course completion. A unit member who separates from employment for any reason other than disability, reduction in workforce, or death, within the two (2) year period shall reimburse the County for tuition benefits applicable to courses completed during the affected period. Reimbursement shall be in the amount proportionate to the two (2) year period of employment not completed, rounded to the nearest month.

- 47.12 It is agreed that any unit member who fails to reimburse the County for any tuition owed, may have the tuition deducted from their ongoing paycheck with a cap of \$50.00 per paycheck or, if leaving County employment will have their final benefit/pay check withheld. If there is any remaining balance, the terminating employee must meet with the County to create a reasonable repayment plan. If the terminating employee fails to meet with the County or to successfully complete the repayment plan, the County may send the uncollected balance to its collection agency.

**ARTICLE 48
TRAINING**

48.01 Night Drills

When on duty, night drills will be concluded by 2200 hours. Unit members shall be given at least one (1) shift (i.e., 72 hours) notice prior to commencement of night drills. It is understood that the hours may be extended for pre scheduled (more than one shift in advance) training events.

48.02 Mandatory off duty Training

For mandatory training that occurs outside the unit member's normally scheduled shift, unit members shall be paid for all hours of mandatory off duty training at the applicable rate of pay, with a minimum guarantee of three (3) straight time hours. Mandatory off duty training sessions will normally be conducted between 0800 and 2100 hours. Notification of mandatory off duty training periods shall be provided to affected unit members at least thirty (30) days in advance, where reasonably possible. If the unit member has approved leave during this period already scheduled in Telestaff they will be considered excused and required to attend a make-up session. Travel pay is not authorized for mandatory in-services.

ARTICLE 49
HEALTH AND WELLNESS PROGRAM

- 49.01 With the exception of unit members involved in a Department directed Physical Fitness Health and Wellness Program, each Station Lieutenant may require a maximum of two (2) hours, workload permitting, for physical conditioning of unit members. Lieutenants may allow unit members the ability to exercise more than two (2) hours, if time allows. Each unit member may select a group of exercises that is conducive to his/her physical condition and personal goals.
- 49.02 The County shall make available to each station, equipment for both aerobic and anaerobic strength training. Only County approved equipment and weights shall be permitted to be used on or off duty in the stations.
- 49.03 On the recommendation of the County's Health & Wellness Officer, the Department is willing to provide outside assistance such as physical fitness and nutritional programs to unit members.
- 49.04 It is the sole responsibility of the unit member to maintain a degree of physical fitness that will allow the performance of their assigned duties.

ARTICLE 50
SUBSTANCE ABUSE TESTING

50.01 County Intent

It is the County's intent for this Article to establish a drug-free workplace, better maintaining unit member reliability and providing a healthier, safer, and more secure work environment for all County employees. The County recognizes that a unit member's health affects personal job performance as well as performance and job safety of other employees and citizens. Abuse of alcohol and other drugs has been an increasing problem affecting all facets of American society and ranks as one of the major health problems in our country. Brevard County is no exception to that trend. The County has an obligation to its employees and citizens and must take the initiative to prevent alcohol and other drug abuse from entering or continuing to exist within our workforce.

The primary goal of this Article is to assure worker fitness for duty and to protect County employees and the public from the risks posed by the inappropriate use of alcohol and prohibited drugs.

50.02 Definitions and References

The following categories of prohibited substances are addressed by this Article:

- A. Illegally Used Controlled Substances or Drugs. Illegal drugs includes, but is not limited to amphetamines, cannabinoids (such as marijuana), cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any substance listed in this paragraph. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.
- B. Legal Drugs. The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited.
- C. Legally Prescribed Medication. A prescription that was written specifically for the unit member tested for the time period prescribed, not to exceed one (1) year. This would not include medications prescribed for any individual other than the unit member
- D. Alcohol. Includes a distilled spirit, wine, a malt beverage, or an intoxicating liquor.
- E. Confirmed Detected Alcohol Test. Any level of detected alcohol from 0.02 up to and including 0.039.
- F. Confirmed Positive Test. Any level of detected substances as outlined in 50.14B or alcohol test results that are 0.04 or greater.
- G. Tobacco or nicotine containing products for those who have been hired under the non-tobacco clause.

50.03 Prescription and Non-Prescription Medication

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. "Prescription or non-prescription medication" means a drug or medication obtained pursuant to a prescription as defined by F.S. 893.02 or a medication that is authorized pursuant to Federal or State law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

50.04 Reporting Use of Prescription or Non-Prescription Medication

The use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected shall be reported to supervisory personnel and the department shall determine if medical clearance is required within twenty four (24) hours. No response within this timeframe shall constitute a clearance to work by the county. Should further medical clearance be required the cost of the physician, overtime for the member and applicable mileage shall be borne by the County. The reporting of the use of said substance shall not constitute the basis or grounds for any testing.

50.05 Applicability

All unit members shall be subject to random, post-accident (as defined in 50.08B) and reasonable suspicion testing under this Article.

This Article also applies to off-site lunch periods or breaks when a unit member is scheduled to return to work.

50.06 Prohibited Conduct

- A. The unlawful manufacture, sale, distribution, dispensation, possession, use of alcohol, drugs, controlled and illegal substances, or being under the influence of drugs or alcohol in the workplace, while conducting County business on or off County property is absolutely prohibited.
- B. Any unit member who has a **confirmed positive test**, refuses to be tested, submits a false sample or tampers with a test sample during the testing process for drugs and/or alcohol shall be terminated.
- C. Any unit member who has a **confirmed detected alcohol test** must be relieved from his/her duties for at least eight (8) hours, without pay, until the return to duty test is at 0.02.
- D. Any unit member reasonably suspected to be under the influence of alcohol or other drugs shall be prevented from engaging in further work of any sort and will have given the County cause to subject them to testing, in accordance with the procedures set forth in this Article.
- E. A unit member must not consume alcohol while performing his/her duties or for eight (8) hours before reporting to duty. A unit member must not consume alcohol while performing his/her duties, up to eight (8) hours following an accident, or until the employee undergoes a post-accident test, as provided in this Article, whichever occurs first.
- F. The use of tobacco or nicotine containing products on or off duty for those who have been hired under the non-tobacco clause

50.07 Report of Arrest

All unit members must report any arrest under a criminal drug and/or DUI statute to his/her District Chief or above within twenty-four (24) hours of the arrest, or as soon as practical. The unit member must make a report of a conviction to the Office of Human Resources within five (5) days of the conviction. Failure to comply with this Article will result in appropriate disciplinary action, up to and including termination.

50.08 Types of Testing

- A. Reasonable Suspicion Testing. This type of testing means belief that ANY unit member is using or has used drugs, alcohol, tobacco, or nicotine related products in violation of this Article based upon specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing shall not be required except upon the recommendation of a supervisor,

based on training provided, who is at least one level of supervision higher than the immediate supervisor of the unit member in question. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of drugs or alcohol
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
3. A report of drug, alcohol, or unauthorized tobacco or nicotine product use, provided by a reliable and credible source, which has been independently corroborated
4. Evidence that a unit member has tampered with a drug or alcohol test during his/her employment with Brevard County
5. Evidence and/or observations that a unit member has caused, or contributed to an accident while at work due to any impairment symptoms which appear to affect alertness, coordination, reaction, response or safety
6. Evidence that a unit member has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on the County's premises or while operating the County's vehicles, machinery, or equipment
7. Non-Fire Certified unit members are exempt from the tobacco/nicotine testing outlined above.
8. Additional signs and symptoms of alcohol misuse may include one or more of the following:
 - a. Dulled mental processes
 - b. Lack of coordination
 - c. Odor of alcohol on breath
 - d. Possible constricted pupils
 - e. Sleepy or stuporous condition
 - f. Slowed reaction rate
 - g. Slurred speech

Prior to reasonable suspicion testing, the appropriate level of supervision shall sign a completed checklist form documenting the reasonable suspicion.

- B. Post-Accident Testing. All unit members will be subject to urine drug and/or breath alcohol testing if they are involved in an accident that results in any one of the following: a fatality, OR injuries requiring medical attention away from the accident scene, OR in which one (1) or more vehicles incurs a disabling damage AND is transported away, OR the unit member receives a citation as a result of the accident.

Post-accident drug and alcohol tests must be performed as soon as possible. Drug tests must be performed within thirty-two (32) hours following an accident. Alcohol tests must be performed within eight (8) hours. If an alcohol test is not administered within two (2) hours following the accident, the County must still attempt to administer the test, and must also prepare and maintain on file a record stating the reason(s) the test was not properly administered. The requirement to do post-accident testing should in no way interfere with necessary medical attention.

- C. Random Testing. All unit members will be subjected to random, unannounced urine and breath testing.

A computer-based scientifically valid random number selection method shall be utilized. All unit members will have the opportunity to review a copy of this Article and be required to sign a receipt verifying receipt of the Article prior to being placed in the random pool. At least 50% of the total

number of unit members shall be subject to drug testing and 25% of those employees will also be subject to alcohol testing as part of the random pool per calendar year. Once the unit member has been notified that he/she has been selected for random testing, he/she shall report to the testing site within sixty (60) minutes of notification unless circumstances beyond the unit member's control prevent. Unit members shall be notified of their right to discuss the testing with a Union Representative prior to the testing. The unit member shall be permitted up to thirty (30) minutes after notification of the testing to discuss the testing with his/her Union Representative and request rehabilitation assistance under Article 50.18. A request for rehabilitation shall in no way eliminate the need for the employee to complete the required testing process for validation of the substance that rehabilitation is being requested for.

A unit member will be:

1. Permitted to use his/her personal vehicle and receive mileage reimbursement,
2. Given a County vehicle,
3. Transported on their assigned unit, or
4. Have a supervisor transport him/her to the test site at the district supervisor's discretion.

Any workload missed by the member while in the performance of a required drug test shall not be held against the member and they shall be given appropriate time to complete the scheduled work at another date.

D. Return to Duty Testing. Any unit member who is permitted to enter into a treatment plan/rehabilitation agreement with the County must test negative before returning to work. Members may be permitted to return to duty immediately following tobacco/nicotine positive test results, as determined by the Fire Chief or designee.

E. Follow-Up Testing. Once returned to duty, a unit member shall be subject to unannounced follow-up testing for at least twelve (12) months and not more than twenty-four (24) months. A minimum of six (6) tests must be performed during the first twelve (12) months after return to duty.

50.09 Refusal to Test and Falsification

A unit member who refuses to comply with a request, as provided for in this Article, for drug, nicotine/cotinine or alcohol testing, who provides false information in connection with a test, or who attempts to falsify a test result through tampering, contamination, adulteration, or substitution shall be subject to disciplinary action, up to and including termination for insubordination. Failure to provide an adequate breath or urine sample for testing within a reasonable time without a valid medical explanation from a doctor shall constitute refusal to submit.

50.10 Drug Testing Facilities

Initial or confirmation test specimens may be analyzed only if the testing facility:

1. Is certified by the Department of Health and Human Services (DHHS) and the Substance Abuse Mental Health Services Administration (SAMHSA) and approved by the Agency for Health Care Administration
2. Has written procedures to ensure the chain of custody
3. Has an internal review and certification process for drug test results, conducted by a person qualified to perform that function in the testing facility
4. Has security measures implemented by the testing laboratory to preclude adulteration of specimens and drug test results

5. Participates in a program of "blind proficiency" testing where they analyze samples sent by an independent party

50.11 Chain of Custody

The drug testing facility and the specimen collection facility shall establish and maintain a forensically acceptable chain of custody. These procedures shall require that an approved chain of custody form be used from time of collection, to receipt by the laboratory, and that upon receipt by the laboratory, an appropriate laboratory chain of custody form(s) account for the sample or sample aliquot within the laboratory. Chain of custody forms shall, at a minimum, include an entry documenting date and purpose each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.

50.12 Medical Review Officer (MRO) Qualifications

The MRO shall be a licensed physician selected by the County who:

- A. Has extensive knowledge of laboratory testing procedures;
- B. Has extensive knowledge of chain of custody collection procedures;
- C. Has experience verifying positive, confirmed drug test results; and
- D. Has the requisite medical training to interpret and evaluate a unit member's positive test result in relation to the unit member's medical history or any other relevant biomedical information.

50.13 Medical Review Officer (MRO) Responsibilities

The MRO shall be responsible for the following procedures when the testing facility reports a positive test:

- A. Review, interpret and certify the test results;
- B. Review the unit member's medical history, including any medical records and biomedical information that may be provided by the unit member;
- C. Afford the unit member an opportunity to discuss the test results with the MRO;
- D. Determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. The unit member must furnish a medical statement from a physician specifying the drug being taken or physical proof of the prescription;
- E. Positive test results showing prohibited drug or drug metabolite shall be reported as negative where the MRO determines there is a legitimate medical explanation for the result;
- F. The MRO may request the laboratory to analyze the original specimen again in order to verify the accuracy of the test result reported;
- G. The MRO shall make every reasonable effort to contact the unit member within five (5) working days after receipt of the positive test result from the laboratory;
- H. Inform the County's Drug & Alcohol Program Specialist or designee of the initial and any subsequent test results after the unit member has been notified of the test results and the MRO has afforded the unit member an opportunity to discuss the test results.

50.14 Drug Screening Test

A. The initial drug test will be performed from one split specimen collected sufficient for two (2) drug tests as determined by the Agency for Health Care Administration and the Substance Abuse Mental Health Services Administration.

B. Standard for Drug Testing

When drug screening is required under the provisions of the Article, a 10-Panel Test with Extended Opiates including an OxyContin Panel will be the test used and the following standards or where more restrictive, the most current SAMHSA standards, shall be used to determine what levels of detected substances shall be considered positive:

Drug Group	Screening Test	Confirmatory Test
6-Acetylmorphine (heroin)	10 ng/ml	10 ng/ml
Amphetamines	500 ng/ml Amphetamine	250ng/ml GC/MS
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cotinine	200 ng/ml	200 ng/ml
Cocaine Metabolites	150 ng/ml Metabolite	100 ng/ml GC/MS
Marijuana Metabolites	50 ng/ml Total ng	15 ng/ml Delta 9 - THC
MDMA (ecstasy)	500 ng/ml	250 ng/ml
Methadone	300 ng/ml	300 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiate Metabolites	300 ng/ml Morphine	300 ng/ml GC/MS
Oxycodone	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml PCP	25 ng/ml GC/MS
Propoxyphene	300 ng/ml	200 ng/ml

C. If the results of the tests administered by the County are positive, appropriate action shall be imposed after the following procedure has been followed:

If the unit member disputes the test results, he/she may request that the second urine sample from the original split sample be sent to another certified lab by the MRO for testing at the unit member's expense.

Upon written request, the Drug & Alcohol Program Specialist shall provide a copy of the test results to the unit member.

50.15 Alcohol Testing Procedures

A. All alcohol testing of unit members shall be conducted at County-approved medical facilities or laboratories which follow the requirements of subsection B below.

B. A breath specimen must be collected through the use of an Evidential Breath Testing Device (EBT) that is approved by the National Highway Traffic Safety Administration (NHTSA). The test must be performed by a Breath Alcohol Technician (BAT) who is trained and proficient in the operation of the EBT. The BAT must successfully complete an NHTSA course of instruction that provides training in the principles of EBT methodology, operation and calibration.

- C. The taking of a breath specimen shall be conducted in a manner compatible with the unit member's dignity and privacy.
- D. If the result of a screening test is in the alcohol concentration of less than 0.02, no further testing is required and the test result will be reported as negative.

If the result of a screening test is in an alcohol concentration of 0.02 or greater for unit members, a confirmation test must be performed. The confirmation test must be conducted at least 15 minutes, but not more than 20 minutes, after completion of the initial test.

If the result of the confirmation test has an alcohol concentration of 0.02 up to and including 0.039, the BAT will notify the Drug & Alcohol Program Specialist or designee immediately in a confidential manner. A unit member whose test result is in the range of 0.02 up to and including 0.039, confirmed detected alcohol test result, must be relieved from his/her duties for at least eight (8) hours, without pay, until the return to duty test is below 0.02. In the event the return to duty test is 0.02 or above, the unit member will continue to be off the remainder of the shift without pay. The unit member will be responsible for the costs associated with the return to duty test.

Unit members whose confirmation test results are 0.04 or greater will not be permitted to return to duty.

- E. At any reasonable time during the alcohol testing procedure a unit member may submit, at his/her own expense, blood samples for a legal blood alcohol test. The samples will be taken as privately as possible. The collection facility will use comparable chain of custody procedures and exercise a comparable level of professional care and scientifically accepted standards and procedures in the collection and testing of blood samples for the presence of alcohol as with urine samples for the presence of drugs.

50.16 Notification of Positive Test Results

The Drug & Alcohol Program Specialist or his/her designee will contact the unit member's Department Health Officer and notify him/her of any positive test result. The unit member will be relieved from duty immediately and notice of pre-disciplinary action will be given.

50.17 Return from Light/Restricted Duty Testing

No unit member who enters into a Drug/Alcohol Treatment Agreement shall drive any County vehicle until he/she tests negative, this may not apply to smoking cessation courses as determined by the Fire Chief or designee. The County shall administer a return-to-regular duty test not less than the time necessary for the substance to clear from the body or sixty (60) days, whichever is greater. At any time during this period, the unit member may submit the results of a negative test, administered by an appropriate testing facility, at his/her own cost, to the Medical Review Officer (MRO) and be returned to his/her regular duty.

50.18 Rehabilitation

- A. A unit member who voluntarily comes forth and requests assistance will be encouraged to obtain assistance through the County's Employee Assistance Program (EAP). The County will make reasonable efforts to assist and encourage the unit member to complete any necessary rehabilitation program. If a unit member notifies the department prior to nicotine/cotinine testing that they have had a minimal use or exposure to tobacco/nicotine products but do not exceed the testing limits set above they will not be mandated to a smoking cessation program or EAP nor shall it be considered a request for rehabilitation in accordance with article 50.18 (D).

A unit member, not currently under a drug, nicotine and/or alcohol rehabilitation program, may voluntarily enter such a program without disciplinary action being taken against him or her. Any information concerning the participation in a rehabilitation program shall remain absolutely confidential.

- B. The unit member will not be permitted to return to duty until they have been evaluated by a SAP AND passed a return to duty test AND agreed to the SAP's recommendation for treatment, this may not apply to smoking cessation courses as determined by the Fire Chief or designee.
- C. A unit member who voluntarily participates in a drug, nicotine or an alcohol rehabilitation program may be placed on restricted duty, light duty or use sick leave, or annual leave while undergoing rehabilitation. The use of leave time shall be subject to the approval of the Fire Chief, or designee. The placement of a unit member on restricted light duty shall be subject to the approval of the Fire Chief, or designee.
- D. The County may provide the opportunity for employees to enter a County approved/sponsored rehabilitation program. The parties agree that the County has the sole authority to determine whether to maintain and/or continue any County approved/sponsored rehabilitation program and that any approval for an employee to enter any rehabilitation program may be limited by the County to one opportunity during an employee's employment. Every unit member shall be allowed a one-time opportunity to voluntarily enter a County approved/sponsored rehabilitation program during the course of his/her employment, assuming that no disciplinary action is pending (and further that the employee has done nothing for which he could be subject to disciplinary action), and that no accident, injury, reasonable suspicion testing, or random drug testing has occurred prior to the time of such request. The County and Union encourage employees to volunteer in seeking assistance by way of professional counseling. Within thirty(30) minutes of notification to test the unit member shall have the one-time opportunity to request assistance as outlined above. The unit member must accept and sign a rehabilitation agreement when presented by the County.

If an employee enters a County approved/sponsored rehabilitation program, then, upon successful completion of rehabilitation (as determined by a County designated physician), the employee shall be returned to his regular duty assignment or the equivalent thereof; this may not apply to smoking cessation courses as determined by the Fire Chief or designee.. If follow up care is prescribed after treatment, such shall be imposed by the County as a condition of continued employment.

Immediately upon an employee's discharge from a rehabilitation program, the employee will provide the County with documentation of the follow up care requirements as well as permission for the County to ascertain whether the employee has been and/or is abiding by the program requirements. Moreover, the parties agree that entry into such a rehabilitation program shall be deemed to constitute reasonable suspicion that the employee has in his system or is using controlled substances, nicotine, narcotics, drugs or alcohol, and that, accordingly, the employee may be subject to testing procedures in accordance with paragraphs B and C above, as required by management, for a period not to exceed twenty-four (24) months from the date that the employee is released from treatment.

50.19 Treatment Compliance

Unit members are encouraged to make use of the available resources for treatment for substance abuse problems. As provided in this Article, a unit member may be required to undergo treatment for substance abuse. A unit member who refuses or fails to comply with the requirements for treatment, after care, return to duty, or follow-up testing shall be subject to termination.

50.20 Unbiased and Impartial Application

The County is dedicated to assuring fair and equitable application of this substance abuse Article. Managers and supervisors shall use all aspects of this Article in an unbiased and impartial manner.

50.21 Confidentiality

- A. All information from a unit member's alcohol or other drug test is confidential and only the Drug & Alcohol Program Specialist or designee are to be informed of test results, except when test results

warrant pre-disciplinary and/or termination proceedings. Under these circumstances, test results will be given to the Fire Chief, or designee.

- B. All records relating to the taking of, or the order to take, an alcohol or other drug test shall be deemed confidential unless written authorization has been obtained from the unit member or the records become the subject of an administrative or judicial proceeding.
- C. The employee shall only be required to provide their County employee number when submitting for a random drug test. At no time shall an employee be compelled to provide their social security or driver license number to the physician's office.
- D. The consent form for the unit member's voluntary release of confidential drug testing information shall contain, at a minimum, the following information:
 - 1. The name and/or title of the person(s) who is authorized to obtain the information;
 - 2. The purpose of the disclosure;
 - 3. The duration of the consent; and
 - 4. The signature of the unit member authorizing release of the information.
- E. As provided for in F.S. 440.102.8(c), "Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this Section is inadmissible as evidence in any such criminal proceeding." In addition, information on drug test results shall not be voluntarily provided by the County for use in any criminal proceedings against a unit member.
- F. All records relating to the taking or ordering of an alcohol or other drug test shall be kept by the County's Risk Management Office in a separate medical file.
- G. The Fire Chief shall prevent the unauthorized disclosure of the order to take, or the results of, an alcohol or other drug test, maintaining such records in a secure manner.

50.22 Compensable Time

With the exception of return to duty testing, time involved for any drug or alcohol testing shall be conducted on duty and compensated in accordance with this Agreement.

50.23 Expedited Arbitration for Reasonable Suspicion Testing

- A. None of the arbitration procedures set forth below shall be used to, or have the effect of, halting or interrupting the testing procedure (including collection of the sample) itself. However, once this procedure is properly invoked and followed, no results of a test shall be released except in accordance with this procedure.
- B. Within twenty-four (24) hours of receiving written notice of testing, either the unit member or the Union may invoke expedited arbitration challenging the County's reasonable suspicion determination.
- C. Within twenty-four (24) hours of such notice to the County, the Union and the County shall meet and select an Arbitrator from a list of permanent arbitrators established by the County and the Union.
- D. The Arbitrator shall be notified immediately, via telephone, and the Arbitrator shall schedule a hearing within twenty-four (24) hours of such notification. If the Arbitrator is unavailable, the parties shall select another Arbitrator, from the permanent list, who is able to hold a hearing within twenty-four (24) hours.

- E. The scope of the Arbitrator's jurisdiction at the hearing shall be limited to determining whether the County had reasonable suspicion to subject the unit member to drug testing. The Arbitrator shall not determine any other issue.
- F. The County shall have the burden of proof on this issue, and the facts upon which the County may rely shall be limited to those relevant to the issue of the County's reasonable suspicion and as otherwise set forth in the County's written notice of reasonable suspicion and as might be subsequently developed. The Union and/or the unit member shall have the right to present countervailing evidence and defenses. The County may present rebuttal evidence to issues raised by the Union. Either party may submit oral argument and/or briefs at the close of the hearing.
- G. The Arbitrator shall issue a ruling within forty-eight (48) hours following the parties' submission of evidence and arguments, unless additional time is allowed as mutually agreed by the Union and the County.
- H. Should the Arbitrator determine that the County did not have reasonable suspicion, the test results shall not be communicated to either the County or the Union, except by permission of the tested unit member. Records of the test results shall not be used by the County against the unit member in any future proceeding.
- I. Should the Arbitrator determine that the County had reasonable suspicion, the test results will be communicated by the laboratory to the County and the unit member, consistent with Section 50.13 above.
- J. A unit member who has either been suspended or discharged shall be placed on leave with pay status pending the result of expedited arbitration.

50.24 Grievances

Application of all aspects of this Article shall be subject to the grievance procedure.

50.25 Reopener

If U.S. Department of Transportation rules or regulations become applicable to any unit member other than emergency vehicle dispatchers and supervisors, who are already part of the County DOT program, the parties agree to re-open this Article, for the limited purpose of negotiating changes necessary to bring this Article in conformance with U.S. Department of Transportation rules or regulations. Negotiations shall commence within two (2) weeks of written notice invoking this Provision.

50.26 Severability

The Union reserves the right to challenge the constitutionality of random drug testing.

If any section, paragraph, sentence, clause, phrase or word of this Article is held by a court to be unconstitutional, inoperative, or void, for any reason, including, but not limited to, the declaration by a court of competent jurisdiction that random drug testing is unconstitutional, such holding shall not affect the remainder of this Article.

**ARTICLE 51
EMPLOYEE ASSISTANCE**

- 51.01 The County agrees that all unit members covered in this Agreement may be subject to emotional, physical and stress-related problems as a direct or indirect result of the unit members' work. The County will encourage such unit members to seek out assistance for such problems whenever necessary.
- 51.02 Counseling is also available through the Employee Assistance Program (EAP) to a unit member, on an individual basis, who is in need of counseling as a result of any emotional, physical or stress-related condition, regardless of whether the condition has been caused by a work-related incident or not.
- 51.03 Such consultation/counseling will be considered confidential in nature. The mere fact that a unit member seeks or receives assistance from such a program will not affect the unit member's annual evaluation or be noted on any attempt at promotions or in any other manner be used against the unit member.

Critical Incident Stress Debriefings (CISD)

- A. The County will continue to provide relief for problems possibly caused by post-traumatic syndrome. This will be accomplished by maintaining a CISD Team. This Team will be available for consultation by any unit member, at the completion of his/her assignments, in relationship to any non-declared emergency, declared emergency, or disaster associated with their work. A contact phone number will be posted in all work sites, fire stations, and reporting points for all unit members. If at any time the CISD Team feels that a unit member is in need of organized professional assistance, then this assistance will be made available to the unit member through the Employee Assistance Program (EAP). A unit member who seeks out or receives assistance from the members of this Team will have this service provided at no cost to the unit member.
- B. Formal debriefings will be approved by either the Fire Chief, or designee. Formal debriefings shall have mandatory attendance. Formal debriefings will be scheduled to occur during regular work hours between the hours of 0800 - 2200 hours. No member will be directed to speak or similarly participate in a debriefing. All debriefing teams shall consist of a peer support member and a mental health professional. Any recommendations from the Debriefing Team for possible follow-up counseling with a mental health professional will be handled with the utmost confidentiality, the same as any other health issue. Follow-up work will be voluntary, unless the unit member's job performance is being affected. All follow-up programs will be through the Employee Assistance Program (EAP).
- C. To the extent that any portion of this shall conflict with Florida Statutes the Florida Statute shall prevail.

**ARTICLE 52
HEALTH AND WELFARE (INSURANCE)**

52.01 Group Health Insurance

The County shall furnish unit members such group health insurance as is authorized by the Board of County Commissioners of Brevard County. The unit member and County premiums for plan benefits shall be paid in accordance with the amounts currently established by the Board of County Commissioners or as may be revised (benefits and/or premiums) via a committee/public meeting process. Deductibles and co-payments shall be established annually by the Board of County Commissioners. Dependent coverage shall be made available at rates determined annually by the Board of County Commissioners. Optional vision and dental benefits and premiums for unit members and dependents shall be established annually by the Board of County Commissioners and paid by participants.

52.02 Committee Participation

During the review period whereby the County is evaluating/negotiating premiums, deductibles, co-payments and/or benefits with a provider(s), the Union may, at its option, participate as a member of the Employee Benefits Advisory Committee or other relevant committee(s).

52.03 Retirement

Upon retirement, a unit member shall be entitled to convert to an individual group insurance policy in accordance with the terms and conditions of the policy then in existence.

52.04 Appeals

If a unit member is discharged or indefinitely suspended, and he/she files a grievance or appeal with the Merit System or follows the grievance procedure set forth in this Agreement, the unit member may continue his/her Health and Life Insurance Coverage until final disposition of the case by paying the entire premium cost until he/she is either reinstated or terminated.

52.05 Life Insurance

The County shall maintain such life insurance policies for all unit members covered by this Agreement as is authorized by the Board of County Commissioners of Brevard County.

52.06 Benefits

In the event of the death of a unit member, the County shall send to his/her designated beneficiary or estate any accrued pay, and pay for any unused annual leave and any unused sick leave in accordance with the provisions of Articles 19 and 20.

**ARTICLE 53
HEALTH & SAFETY**

- 53.01 The County and the Union desire to maintain high standards of safety and health in firefighting, prevention, training, emergency medical services, and other related areas; to eliminate, in so far as reasonably possible, accidents, deaths, injuries, health hazards and occupational illnesses.
- 53.02 Protective devices, wearing apparel and other equipment necessary to properly protect firefighters and emergency medical personnel, shall be provided by the County. These devices, apparel and equipment shall be inspected by a joint Occupational Health and Safety Committee on a periodic basis to ensure proper care and maintenance. Each committee member shall receive the Annual Purchase Project Plan upon its completion.
- 53.03 The County and the Union shall each appoint three (3) members to the Occupational Health and Safety Committee. This Committee shall meet at least quarterly to discuss safety concerns and develop recommendations to resolve these concerns to the Fire Chief, whose decision concerning the recommendations shall be final. Union appointments shall be from the same shift when possible. The Committee shall forward a copy of all reports and recommendations to the Union President.
- (1) Fire Fighter -Union selection*
 - (1) Lieutenant -Union selection*
 - (1) Field Member – field management selection*
 - (1) District Chief – management selection*
 - (1) Training Officer – management selection*
 - (1) Chief of Training / Safety Officer – management selection – chair*
 - (1) Inspector or dispatcher -Union Selection*
- 53.04 Time spent participating in joint Safety Committee meetings with Management shall be counted as hours worked. Time spent participating in inspections or investigation of safety and health concerns, approved by the Fire Chief, shall also be considered as hours worked.
- 53.05 A member of the Occupational Health and Safety Committee, appointed by the Fire Chief, shall serve on the Countywide Executive Safety Committee.
- 53.06 The Occupational Health and Safety Committee shall be guided by the following:
- A. Monitor the independent investigation of Department deaths or serious injuries to determine the fundamental cause and contributing factors.
 - B. Make periodic checks of protective devices, wearing apparel, other equipment, facilities and apparatus, to monitor proper care and maintenance and report their findings to the Fire Chief.
 - C. Review and analyze all reports of accidents, death, injuries and illnesses. Recommend corrective actions to improve work practices or conditions.
 - D. Provide recommendations for correction of hazardous conditions or unsafe work methods and unsafe work practices or conditions found in the investigation of accidents. All such recommendations shall be forwarded to the Fire Chief and the Union President.
 - E. Research and prepare recommendations on any matter pertaining to the health and safety of bargaining unit members at the request of the Fire Chief.

- F. Keep minutes of all joint Committee meetings to be distributed to Committee members, the Union President and the Fire Chief.
- 53.07 The County agrees to vaccinate bargaining unit members against Hepatitis B, at the unit member's discretion, and at no cost to the unit member.
- 53.08 The County shall designate the Department Infectious Disease Control Officer(s) and shall establish procedures for bargaining unit members to notify the Officer(s) in the event of a significant exposure to a patient or victim, as defined in the Ryan White Act.
- 53.09 The Occupational Health and Safety Committee shall present to and discuss their recommendations with the Fire Chief, who shall study the Committee's recommendations and provide a response.

ARTICLE 54
UNIFORMS AND EQUIPMENT

- 54.01 All combat firefighting personnel shall be provided with personal protective equipment and other equipment which shall meet the required N.F.P.A., O.S.H.A., N.I.O.S.H., Federal or State Standards and shall include, but not be limited to:
- A. Helmet for Structural Firefighting
 - B. Protective Clothing/Equipment for Structural Firefighting
 - C. Gloves for Structural Firefighting
 - D. Protective Clothing/Equipment for Wildland Firefighting footwear for Firefighters
 - E. Personal Protective Eyewear
 - F. Ear Protection
- 54.02 All Fire inspector personnel shall be provided with adequate uniforms, personal protective equipment, and other equipment provided shall meet the required N.F.P.A., O.S.H.A., N.I.O.S.H., Federal or State Standards and shall include, but not be limited to:
- A. Certified construction hardhat
 - B. NFPA approved NOMEX protective outerwear
 - C. Gloves for Structural Fire investigations
 - D. Personal Protective Eyewear
 - E. Ear Protection
- 54.03 The unit member is responsible for maintaining issued gear and equipment in an acceptable condition and shall wear the gear and equipment in the manner required by regulations issued by the Fire Chief.
- 54.04 Safety equipment issued by Brevard County Fire Rescue must be worn by unit members under the conditions and circumstances required by Department regulations. Failure to abide by said regulations may result in disciplinary action up to and including discharge.
- 54.05 The Fire Chief, or designee, shall designate the uniforms and equipment required of unit members in the Department and such required uniform items (except personal items such as socks and undergarments) will be issued by the Department to each unit member. Optional, approved uniform wear is provided for the comfort of the individual member within the specific parameters as follows:
- A. Members may wear the approved department T-Shirt; or they may wear a department issued polo shirt; or they may wear, between the hours of 1700 – 0700, the approved company pride T-Shirt year round.
 - B. The department shall retain the right to require different duty uniforms for specific events anytime during a unit member's tour of duty, as defined in the department's orders and procedures. The company officer may insist upon crew uniformity.
- 54.06 Union pins and insignias approved by the Fire Chief, or designee, may be displayed on unit member uniforms.

- 54.07 Uniform items which are damaged or lost through no fault of the unit member, will be replaced by the Department. Damage to or loss of uniform articles as a result of neglect or intentional misuse will be grounds for disciplinary action and the unit member will be required to replace the damaged or lost item at his/her cost.
- 54.08 It is understood and agreed that unit members are not to wear uniforms while off duty, except for special occasions as may be authorized by the Fire Chief, or designee.
- 54.09 A unit member who wishes to purchase his/her own safety equipment may do so as long as the equipment meets or exceeds the standards described above at the time of purchase and is approved by the Fire Chief, or designee.
- 54.10 The Occupational Health and Safety Committee may recommend to the Fire Chief that the issued equipment or uniforms be changed or modified. The Fire Chief shall have final authority on the issuance of equipment or uniforms.
- 54.11 Upon request by a unit member to replace equipment or uniforms, the Supply Manager shall verify the need for replacement. The need to replace personal protective wear (for example, firefighter wear) will be verified by the District Supervisor. Where verified, the Department shall provide the replacement as soon as reasonably possible. Where combat equipment is involved, the Department shall make every reasonable effort to expedite the replacement and/or provide temporary equipment.
- 54.12 When a known hazardous material or biohazard is found to be involved in an incident, every reasonable effort will be made to replace the gear until proper decontamination can be accomplished.
- 54.13 Upon retirement or promotion, each unit member may elect to retain his/her issued badge and/or helmet. Retirees shall have the option to retain their dress uniforms and be issued retirement patches. Additional gear may be retained with the approval of the Support Chief or designee.
- 54.14 Upon cessation of employment with Brevard County Fire Rescue, all issued equipment and uniforms will be surrendered by the unit member. If a unit member fails to turn in all of his/her issued equipment, his/her final paycheck, including any benefits owed may be withheld. Nothing contained herein prohibits the County from seeking criminal or civil satisfaction for the missing items.

ARTICLE 55
REIMBURSEMENT FOR DAMAGED PERSONAL EFFECTS

55.01 Any unit member, while engaged in the performance of his/her assigned duties, who shall have damaged or broken watch, prescription eye glasses, contact lenses, retainers, dentures or cell phone, shall have the same replaced or repaired, whichever is the lesser cost of the two, by the County subject to the following limits:

Item	Maximum Contribution by County
Watch	\$50.00
Eyeglasses	\$100.00 for frame; \$50.00 for each lens
Contact Lenses	\$20.00 for each lens
Retainers	\$40.00
Dentures	\$120.00
Cell Phone	\$100.00

55.02 In the event of an injury covered by Workers' Compensation, Workers' Compensation shall apply to the replacement of eyeglasses or dentures.

55.03 However, such damage shall not be the result of normal wear and tear, negligence, or misuse on the part of the unit member or his/her failure to use proper eye protective equipment, where provided by the County.

55.04 Claims mentioned in this Article must be supported with proof of damage and reported to the Fire Chief, or designee, within seventy-two (72) hours following the incident. The Fire Chief or designee may waive this requirement, dependent upon surrounding circumstances.

ARTICLE 56
MILEAGE ALLOWANCE

- 56.01 Any employee covered in the bargaining unit who is required to provide their own transportation with the use of their privately owned vehicle, for County business, shall be compensated for such use at the current mileage rate established by the Board of County Commissioners or the rate as mandated by Section 112.061, Florida Statutes, whichever is greater.
- 56.02 The term "County business" shall be defined as a specific assignment to an employee by his/her supervisor which requires the employee to travel, from one work site to another, when County transportation is not made available. This shall not include commuting to or from the employee's place of residence, to his/her assigned reporting point.
- 56.03 Employees shall submit, to the appropriate operating division, the number of miles driven during the previous three (3) month period on a properly completed, appropriate County Travel Reimbursement form. This form shall be submitted on a quarterly basis by the 15th of the month following the end of the quarter; no forms will be accepted after the 15th for that quarter. Management, on receipt of the form, shall submit it to the County Finance Department within five (5) working days and keep documentation of the submission.
- 56.04 Mileage will not be paid for attendance of mandatory meetings, physicals, or overtime assignments.

**ARTICLE 57
RESERVED**

ARTICLE 58
SECURITY

- 58.01 The County hereby agrees not to discipline a unit member for lost or stolen County equipment, unless said loss results from the intentional or negligent actions of the unit member.
- 58.02 The County shall take reasonable, practical efforts to minimize the potential for public access to locations where County and unit members' private gear is stored.
- 58.03 The County shall take reasonable, practical efforts to illuminate employee parking areas at all worksites.

ARTICLE 59
SUSPENSION OF AGREEMENT DURING EMERGENCIES

- 59.01 If in the sole discretion of the County it is determined that emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or other similar catastrophes, the provisions of this Agreement, reasonably necessary to meet the circumstances of the emergency, may be suspended by the County during the time of the declared emergency, provided unit members shall be paid their regular rate to include overtime pay for hours actually worked.
- 59.02 A. Within thirty (30) days of the conclusion of the stated emergency, the Union must place in writing any alleged violations which the Union has good cause to believe may have occurred during the suspension of the Agreement.
- B. The Fire Chief and the Union must meet within fourteen (14) calendar days of receipt of the Union's written notice in an attempt to mediate any alleged violation.
- C. If the mediation is unsuccessful; unit members may file a grievance as outlined under Article 39, Grievances and Arbitration.

ARTICLE 60
PROHIBITION OF STRIKES

- 60.01 The Union and its membership agree that it will not under any circumstances or for any reason, participate in or engage in any strike, slowdown, intentional interference with their work, boycott, or picketing which is intended to, or has the effect of, deterring employees of Brevard County Fire Rescue from performing their assigned duties.
- 60.02 It shall be a violation of this Agreement for any unit member, while on duty, to fail to or refuse to cross or pass any picket line if such failure or refusal should in any way cause a delay or interruption in carrying out the duties of Brevard County Fire Rescue.
- 60.03 The Union agrees that any violation of this section shall be grounds for immediate discharge, and such discharge or other disciplinary action, will not be reviewable under any grievance procedure, except to determine if in fact, a violation has occurred.
- 60.04 The Union further agrees that in the event of any strike, work stoppage, or interference with the operation of the County, a responsible official of the Union shall promptly and publicly disavow such activities, and forward written orders to any unit members engaged in such activities, to return to work immediately.
- 60.05 The Union agrees to post on the bulletin boards, as referenced in Article 8 of this Agreement, notices which order the prohibited activities to cease immediately.
- 60.06 These Union responses shall occur immediately upon receipt of written notice from the Office of the County Manager or the County's Office of Human Resources Director, that such prohibited activities have occurred or are taking place.
- 60.07 Nothing herein shall preclude the County from using other remedies and/or penalties provided by law in the case of a public employee strike.
- 60.08 This article shall not preclude the union or its' members from an informational picket.

ARTICLE 61
NON-DISCRIMINATION

- 61.01 Neither the County nor the Union shall discriminate or sanction intimidation against any unit member because of his/her membership, or lack of membership in the Union, or for the exercise of any rights or privileges provided under this Agreement or by any Federal, State, or local law or ordinance. The County and the Union further agree that neither shall discriminate against any unit member because of his/her race, color, creed, national origin, sex or age.
- 61.02 The County and the Union further agree that the use of the masculine gender pronouns to indicate unit members shall be interpreted to mean both male and female unit members, and that such usage is in the interest of readability and follows the proper rules of English, and further that such usage is not intended, nor shall it be interpreted to be, sexual discrimination.

ARTICLE 62
APPENDICES AND AMENDMENTS

- 62.01 All appendices and amendments to this Agreement shall be lettered, dated, and signed by the responsible parties, and shall be part of this Agreement.
- 62.02 Any and all appendices, amendments and/or Memorandums of Understanding (MOUs) to this or previous agreements that conflict with this agreement shall expire with implementation of this contract.

ARTICLE 63
SEVERABILITY

- 63.01 The County and the Union agree, in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction or becomes unlawful by action of the Florida Legislature, the remainder of the Agreement shall remain in full force and effect.
- 63.02 If such action occurs, the Union and the County agree they shall meet within fifteen (15) working days to negotiate and agree upon a replacement Article.

ARTICLE 64
PRE-EMPLOYMENT AGREEMENT

- 64.01 The Union acknowledges the need for pre-employment agreements.
- 64.02 The Union acknowledges the existence of pre-employment agreements.
- 64.03 The current pre-employment agreement may contain the following information and requirements:
1. Continued compliance with tobacco product use limitation of the Florida State Fire Marshal's office.
 2. Maintain current those certifications obtained during orientation, to include, but not be limited to:

BTLS, PALS, ACLS Healthcare Provider (CPR), Public Safety Telecommunicator (Dispatch)
 3. Certification as a Florida Paramedic within no more than twenty-four (24) months of the end of orientation.
 4. Repayment clauses for courses taken which were paid for by the County. A unit member who has received tuition reimbursement or school funding who separates from employment for any reason other than disability, reduction in workforce, or death, within the two (2) year period shall reimburse the County for tuition benefits applicable to courses (including Paramedic school) completed during the affected period. Reimbursement shall be in the amount proportionate to the two (2) year period of employment not completed, rounded to the nearest month.
 5. Attendance and successful completion of a Florida approved Firefighter 1 and Firefighter 2 training program in order to achieve and maintain a Certificate of Completion and Compliance.

ARTICLE 65
VIOLENCE IN THE WORKPLACE

- 65.01 Brevard County and Brevard County Fire Rescue will not tolerate physical actions or verbal statements that incite, suggest, or threaten violence against an employee, officer, agent, citizen and/or patient of Brevard County.
- 65.02 Any unit member who on duty, threatens violent actions against another Brevard County employee or acts in a violent manner towards a Brevard County employee, regardless of that employees job function with Brevard County government, shall be subject to immediate suspension with pay.
- 65.03 A hearing must be held within ten (10) business days. Failure to conduct the hearing within ten (10) days due to the unavailability of either the unit member and/or the Union will result in the employee's with pay suspension being automatically converted to a suspension without pay.
- 65.04 It is the intent of this Article to address only violent actions and/or statements as they relate to work performance, actions, location and/or functions of working for Brevard County and/or Brevard County Fire Rescue.
- 65.05 Unit members who, pursuant to the hearing process, are found to be guilty of a violent act and/or statement as defined within this Article, shall be guilty of a "dismissal" offense per the County Merit System and the County's Violence in the Workplace policy. Disciplinary action will be taken as outlined for a dismissal offense per the County Merit System.

ARTICLE 66
DAMAGE TO COUNTY PROPERTY

- 66.01 When a unit member intentionally or through repeated acts of negligence damages or allows to be damaged a piece of County property, outside of its normal wear and tear for its use, it is permissible to require the unit member to pay the applicable County insurance deductible or replace/repair the property.
- 66.02 If the damaged property cannot be replaced through the County insurance program and the unit member is found to have caused or allows the property to be damaged, the unit member may be required to pay the full amount of the depreciated value of the equipment, as determined by Brevard County Asset Management representatives.
- 66.03 The County may deduct the necessary repayment from the unit member's bi-weekly compensation in the amount not to exceed \$50.00 until the total repayment is met. If there is any remaining balance, upon separation of employment, that balance will be withheld from the employee's separation pay, so long as the reduced separation pay does fall below minimum wage.
- 66.04 Nothing contained in the Article precludes the Department from conducting a pre-disciplinary hearing and issuing progressive discipline in conjunction with Section 66.01 and 66.02 above.
- 66.05 A unit member may be disciplined and be required to pay for the replacement of lost equipment if the loss is due to intentional and/or negligent action(s) by the unit member.

**ARTICLE 67
SPECIAL OPERATIONS TEAM**

67.01 Qualifications

The minimum training requirements for a Special Operations Team member are as follows:

1. State of Florida Hazardous Materials 160 certification
2. Rope Operations
3. Rope Technician
4. Trench Technician
5. Confined Space Technician
6. Vehicle Machinery Rescue (VMR) Operations
7. Vehicle Machinery Rescue (VMR) Technician

The Department reserves the right to modify this list of requirements as needed based on continuation of the programs, renaming or rewriting of programs, or addition or deletion to these training requirements from the NFPA 1670 Rescue Technician standard or NFPA 471, 472, 473 Hazardous Materials Response Standards.

Any employee becoming a member of the Special Operations Team will have twenty four (24) months from their start date on the Team to complete all core requirements. If, for reasons out of the employee's control, he/she is unable to complete these requirements in this time frame, it may be extended by the Fire Chief, or designee. Otherwise, failing to meet these requirements would constitute reassignment of the employee and placing the position open for bid.

67.02 Staffing

Open positions created on the Team due to Department approved leave usage will be filled with Team members first. If no Team members are available to work the overtime, the Department's Hazardous Materials Technician list will be used. If no Hazardous Materials Technicians are available to work the overtime, the Department's Mandatory Overtime List will be used to select the first qualified person for the position. When open positions exist for an extended period of time (longer than ten (10) shifts) on the SOT an SOT 1 certified member may be moved from their regular assignment to the SOT to cover the vacancy. A qualified member will be defined as a member of the Department that currently receives the Special Operations Team (SOT) 1 or SOT 2 incentive.

Persons hired after 1999 that have entered into a pre-employment agreement with Brevard County Fire Rescue to attend Paramedic School, and are assigned to the Special Response Team, will be required to attend Paramedic School as per their agreement.

Unit members required to complete Paramedic program will not be removed from the Team assignment upon receiving Paramedic certification. Team members are currently assigned to the Team with outstanding MOU agreements with the County will have 2 (two) years to complete their contract requirement for paramedic certification from the date this agreement is ratified.

67.03 Bidding

The bid process for open positions on the Special Operations Team will follow the guidelines established in Article 43, and will additionally be subjected to the following condition:

1. Personnel who bid must meet the Special Response Team qualifications identified in this article and be a minimum of State of Florida Hazmat 160 certified. If no bidder meets all the identified qualifications, personnel with the highest number of required classes (in addition to State of Florida Hazmat 160 certification) can be considered at the discretion of the Fire Chief or designee.

ARTICLE 68
ANTI- TOBACCO/NICOTINE POLICY

All firefighter-certified unit members hired after October 01, 2008, shall be non-tobacco users at the time of hire as a condition of employment, and shall be required, as an absolute condition of continued employment, to refrain from smoking cigarettes, e-cig/vaping, cigars, pipes, or use of any type of tobacco/nicotine products of any kind at all times, whether on or off duty.

Nicotine (Cotinine) testing shall be considered part of the random drug testing as provided for in Article 50.08 C for all employees hired after October 1, 2008.

ARTICLE 69
SAVINGS CLAUSE

The Union and the County agree to reopen Article 13 of this Agreement when the BOCC declares there exists a "financial hardship" that has an adverse impact on Public Employer's ability to pay benefits contained in the Agreement. The proof of such an inability to pay these benefits lies strictly on the County and must be shown to have a similar impact on all other Ad Valorem funded County agencies. To invoke this article, the Board of County Commissioners must pass a resolution to declare a state of 'financial emergency' necessitating the re-opening of Article 13. The union and County further agree that any modification of the wage article shall be no more than the burden shared by the balance of all other County employees.

**ARTICLE 70
DURATION OF AGREEMENT**

Upon ratification and/or approval by the IAFF Local 2969 and the Brevard County Board of County Commissioners this agreement shall become effective October 1, 2018 and shall continue in effect until midnight October 1, 2021.

Either the County or the Union may re-open Article 13, Wages, for the third year of this agreement by serving Notice of Intent to Renegotiate between October 1, 2019 and October 31, 2019.



Rita Pritchett, Chairman
Brevard County Commission



Frank Abbate, County Manager
Chief Executive Officer for the
Board of County Commissioner

As approved by the Board of _____ 04/24/2018



Chief Mark Schollmeyer, Fire Rescue Director



Richard Pierce, President
International Association of Fire Fighters
Local 2969



Scott Ellis, Clerk