

# **Collective Bargaining Agreement**

Between  
Brevard County Board of County Commissioners  
And

Brevard County Professional Firefighters Local 2969



Contract Years 2015-2018  
Supervisory Unit Agreement

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*Collective Bargaining Contract Between  
The Board of County Commissioners of Brevard County, Florida and  
Brevard County Fire Rescue Association, Local 2969,  
An Affiliate of the International Association of Fire Fighters  
(IAFF), AFL-CIO-CLC*

This Agreement is made by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, (hereinafter referred to as **the County**) and the BREVARD COUNTY PROFESSIONAL FIREFIGHTERS, LOCAL 2969, AN AFFILIATE OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF), AFL-CIO-CLC (hereinafter referred to as **the Union,**) effective as of the date the Agreement is ratified by the parties in the manner prescribed by law.

**ARTICLE 1**  
**UNION RECOGNITION**

- 1.01 In accordance with the certification of the Public Employees Relations Commission in Case No: RC-96-017 on November 12, 1996 the County recognizes the Union as the sole collective bargaining agent for the bargaining unit consisting of District Chiefs and Captains employed by Brevard County Fire Rescue, excluding the Fire Rescue Department Director, Deputy Fire Chief, Assistant Fire Chief , Fire Marshal, Fire Rescue Division Chief, Quality Assurance Officer, all employees included in certification 679, and all other employees employed by Brevard County.
- 1.02 Wherever the term “employee,” “employees,” “unit member” or “unit members” may appear in this Agreement, the term shall mean those employees in the described bargaining unit.
- 1.03 Wherever the term “union” may appear in this Agreement, the term shall mean those employees in both the rank and file bargaining unit and the supervisory bargaining unit combined.
- 1.04 No other persons employed by the County are represented by the Union.
- 1.05 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 AMERICANS WITH DISABILITIES ACT (ADA),  
THE AGE DISCRIMINATION IN EMPLOYMENT ACT (ADEA,) AND  
THE OLDER WORKERS BENEFIT PROTECTION ACT (OWBPA)**

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, the rank and the certification requirement 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 including directives 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 work sites, 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 extent 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, 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 noted by law.

**ARTICLE 5**  
**PREVAILING RIGHTS**

All rights, benefits and working conditions as of August 01, 1998 enjoyed by the unit members which are not included in this Agreement at the time of ratification, 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 work sites, 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 from the Fire Chief, or designee.

### **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 Representatives: Union Functions**

The Union may designate, in writing, a maximum of two (2) Executive Board members and/or appointed Union representatives per function for attending official Union functions (e.g., contract negotiations, grievance hearings, and arbitrations) while on his/her normal regular shift with pay. Prior written notice shall be provided to the Fire Chief, or designee. At no time will this provision negatively impact the operational efficiency of the department.

### **6.05 Union Negotiation Team**

The Union shall designate members of its negotiation team in writing. Up to two (2) Unit Members, designated by the Union, 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. At no time will this provision negatively impact the operational efficiency of the department.

6.06 **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 by January 1<sup>st</sup> and shall be updated whenever the list is modified. Written notification of any regularly scheduled Executive Board sessions shall be provided to the Fire Chief, or designee, at least two (2) weeks in advance for an Executive Board member who will be required to attend while on duty, with pay. For emergency Executive Board sessions, notice shall be provided as soon as possible prior to the session. At no time will this provision negatively impact the operational efficiency of the department.

6.07 **Representatives: Grievances and Pre-Disciplinary Hearings**

The Union shall designate, in writing, to the Fire Chief, or designee, those Union members who shall serve as Union representatives and Grievance and Pre-Disciplinary Hearing representatives. Said representatives may be allowed time off with pay (Administrative Leave) for grievance related and pre-disciplinary activities subject to the approval of the Fire Chief, or his/her designee.

6.08 **Representatives: Labor Management Committee**

The Union shall designate, in writing, to the Fire Chief, or designee, two (2) unit members who shall serve and be allowed time off with pay (Administrative Leave) 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. At no time will this provision negatively impact the operational efficiency of the department.

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 pay period of the calendar year.

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. In the event of the complete depletion of the Union Time Pool, leave donations of either annual leave or pro rata sick leave may be made by unit members to the Union Time Pool.

- 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 675 hours on January 1<sup>st</sup> 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. 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 the 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 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 indicated 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 officials, 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;

Removal of Improper Posting: The posting of any material, notices or announcements which may violate the provisions of this Article, shall entitle the Fire Chief to have said material removed, after contacting a Union Officer.

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 and 8.04.

**ARTICLE 9**  
**COPIES OF IMPORTANT DOCUMENTS**

- 9.01 The County agrees to provide and maintain one (1) copy of all current rules and regulations pertaining to Fire Rescue at each unit member's workstation. Said documents shall include 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 at each unit member's workstation.
- 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 LICENSE AND QUALIFICATIONS**

- 10.01 The Union agrees that it is a condition of employment that each unit member acquire and maintain the State and the County certifications or qualifications required for his/her given job classification.
- 10.02 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) days. At the end of the thirty (30) 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 the 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 the Department immediately upon notification 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.
- 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 a 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) days period, if the restriction has not been removed and after appropriate hearing, the leave/absence will be converted to a discharge.
- 10.05 The County will, when feasible, agree to modifications in the work schedule of a unit member to permit attendance at 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 will provide at least one opportunity for required training and/or courses, necessary to maintain a Unit member's State EMT or Paramedic license 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**  
**ESSENTIAL FUNCTIONS TESTING**

11.01 If in the opinion of a supervisor and corroborated by another supervisor, at least one supervisory level above the original supervisor, an employee may be unable to perform the mission of the department, said employee may be required to complete the essential functions test contained herein.

11.02 In conjunction with the essential functions test, employees will be required to meet with the department physician and the County's Health and Wellness Officer.

11.03 Essential Functions Test

A. Make hydrant connection:

- 1) Wrap hydrant with five (5) inch supply line
- 2) Flush hydrant (2" discharge)
- 3) Make hydrant connection
- 4) Charge supply line

B. Don an air pack (to be completed in 1 minute 30 seconds or less):

- 1) From the ground
- 2) Activate pass device
- 3) Upon completion, should be protected for structural fire fighting

C. Carry and raise a twenty-four (24) foot (less than 80 pounds) extension ladder (to be completed in 2 minutes or less);

- 1) From the ground
- 2) Approved carry
- 3) Verbally acknowledge safety issues (i.e., "no overhead obstructions," etc.)
- 4) Fully extend fly
- 5) Set proper angle
- 6) Tie halyard
- 7) Prepare ladder for climbing
- 8) Time will stop when unit member is advised ladder is prepared for climbing

D. Tie an approved knot for tool hoisting (to be completed in 30 seconds or less):

- 1) The tool will be a chainsaw
- 2) Leave tool tied and on the ground for Item #F

E. Climb ladder to roof with selected tool:

- 1) Climb ladder with tool (flat or pick head axe, halligan tool)
- 2) Verbally acknowledge safety concerns (i.e., "dogs locked")
- 3) Sound roof with tool

F. Hoist tool to roof

- 1) Using tool from Item #D
- 2) The utility rope will be available on the roof

G. Pull triple stack attack line one hundred (100) feet from the engine and advance the line to predesignated zone.

H. Call for line to be charged (90 psi) advance fifty (50) feet and knock down three (3) cones (left, center and right) placed twenty-five (25) feet from the end of a fifty (50) foot advance.

I. Forcible entry

- 1) Hold and maintain a Hurst tool spreader unit at waist level with tips resting for forty-five seconds.
- 2) After completion, place spreader on the ground and rest for three (3) minutes.

J. Move a one hundred and seventy-five (175) pound mannequin twenty (20) feet using an approved drag or carry.

K. After a ten (10) minute break, perform an initial patient assessment. When finding apneic, pulseless patient initiate CPR for 1 cycle.

Note: All tasks must be completed within one (1) hour and fifteen (15) minutes.

11.04 A unit member who does not perform any components(s) of the essential functions assessment shall be retested not less than ninety (90) days following the previous test date for said component(s) or on an earlier date at the unit member's option.

11.05 A unit member who does not perform any components of the retesting of the essential functions assessment, as per Section 11.04 above, shall be retested not less than six (6) months following his/her test date or on an earlier date at the unit member's option.

11.06 A unit member who does not perform any component of the essential functions assessment or initial retest shall have his/her job modified as necessary to assure maintenance of minimum operational standards.

- 11.07 A unit member who fails the retest as per Section 11.05 above, may be dismissed for failure to perform the essential functions of fire/rescue service.
- 11.08 Additional retesting, after completion of retesting as per Section 11.05 above, may be conducted at the discretion of the Fire Chief, or his/her designee.



**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 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. Tuberculosis Test
- H. Spirometer Test
- I. Non-nuclear exercise stress test with a baseline established at date of hire and then again at age 35. These tests shall continue at odd ages until 40, at which a stress test will be conducted each year as determined by the County physician.
- J. Such additional testing as agreed upon by the physician and the unit member.

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.

12.02 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.

12.03 Unit members will receive a one-time baseline Hepatitis C screening.

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 (Strategic Affairs Program) 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.

12.06 A unit member may obtain a copy of his/her annual physical through the contracted physician's office.

**ARTICLE 13**  
**WAGES**

- 13.01 Effective the first pay period beginning in January 2016, the District Chief Step Plan will be compressed from 14 Steps to 10 Steps. The bi-weekly Total Base rate for the Captain and District Chief Step Plans will be increased by 1.25%. There will be a 1.8% increase between each step calculated on the Total Base rate.
- A. Effective the first pay period beginning in January 2016, all eligible unit members shall move forward up to one step based on their actual completed years of service in their respective rank.
- B. Effective the first pay period beginning in April 2016, all eligible unit members shall move forward up to two additional steps based on their actual completed years of service in their respective rank.
- 13.02 After implementation of 13.01, progression to the next appropriate step of each respective rank's Salary Step Plan shall take effect the first pay period beginning in October each year. Progression will be based upon actual completed years of service in their respective rank at the time of the step. Unit members who began in the pay plan at a higher step than step 0 shall have their pay adjusted up from their original step forward.
- 13.03 The certification of Paramedic is recognized as incorporated into the Salary Step Plan for the ranks of Captain and District Chief. In the event a unit member is not certified as a Paramedic, the values of the respective Salary Step shall be reduced in accordance to the Salary Step Plan that is in effect for Captains and District Chiefs. Those unit members who are currently grandfathered from having an EMT certification shall continue the exclusion at their discretion.
- 13.04 The certification of Fire Officer 1 (FO1) is recognized as incorporated into the Salary Step Plan for the ranks of Captain and District Chief. In the event a supervisory unit member is not certified as an FO1, the value of the respective Salary Step shall be reduced in accordance to the Salary Step Plan that is in effect. Those unit members who are currently grandfathered from having an FO1 certification shall continue the exclusion at their discretion. District Chief or Captains who currently hold or subsequently obtain Fire Officer 2 (FO2) certification shall receive \$.36 per hour increase above base pay per the current pay plan.
- 13.05 Certification as a Brevard County HazMat Incident Commander is recognized as incorporated into the Salary Step Plan for the ranks of Captain and District Chief. The value of the respective Salary Step shall be reduced in accordance to the Salary Step Plan that is in effect if a unit member fails to maintain their department certification. The Department shall provide within the framework of eighty (80) hours referenced in Article 48, Training, a maintenance program, which shall include the Brevard County HazMat Incident Commander incentive

recertification. If a unit member fails to demonstrate proficiency there will be a thirty (30) day grace period for re-certification with no loss of incentive. Failure on the part of the department to offer or complete the unit member's recertification will not be grounds to reduce or remove the unit member's (HMT)incentive.

- 13.06 Effective January 2, 2016, Training Captains are eligible to receive a "State of Florida Instructor" incentive. For State Instructor Two (II) the incentive is \$100 per pay period. For State Instructor Three (III) the incentive is \$200 per pay period.

Effective January 2, 2016, while working in the position of the District Chief of Training, a District Chief is eligible to receive a "State of Florida Instructor" incentive. For State Instructor Two (II) the incentive is \$100 per pay period. For State Instructor Three (III) the incentive is \$200 per pay period. State Instructor incentives are not cumulative.

- 13.07 District Chiefs and Captains are eligible to receive the Wildland Firefighter Certification incentive as noted below.

Wildland Firefighter Certification incentive shall be paid in the first pay period of December. The incentive is \$650.00 for the Arduous Pack Test and \$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.

13.08 Step Increase and Performance Appraisals

- A. Progression to the next step of each respective rank's Salary Step Plan shall take effect on the first pay period of October each year.
- B. Unit members will move to the next step in their respective Step Plan provided an overall performance evaluation level of at least "Meets Expectation" is attained.
- C. Unit members shall be evaluated by their immediate supervisor.
- D. Supervisors will be required to complete their unit members' 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.
- E. 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 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.

- F. 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.

### 13.09 Longevity

Unit members shall receive a lump sum longevity payment in accordance to the Salary Step Plan. Payment shall be made in the first full pay period in December each year. If a unit member has completed a full year of longevity (based on promotional date) and separates from employment in good standing they shall receive longevity compensation upon separation.

### 13.10 Promotional Step Increase

Unit members who are promoted to a higher rank shall be placed in the starting step for the respective promotional rank or placed in a step that provides a minimum 10% salary increase to the unit members’ base salary, whichever is greater. Promotional increase will be calculated on the member’s base salary without incentives or holiday pay.

### 13.11 Paramedic Certification

Unit members who are Florida certified paramedics as of the signing of this contract and perform as either paramedics or supervise paramedics are a Fire Medic 2 in accordance to the applicable pay plan that is in effect so long as the certification remains active.

Unit members who become Florida certified paramedics after the signing of this contract and perform as either paramedics or supervise paramedics will be Fire Medic 1’s in accordance to the applicable pay plan that is in effect so long as the certification remains active. These unit members who become Fire Medic 1’s are required to become Fire Medic 2’s within one (1) year of certification within guidelines established by the Fire Chief and the Assistant Fire Chief of EMS for achieving Solo status as a District Chief or Captain.

If a unit member is required by the Fire Chief to re-solo, as outlined under the applicable SOP, due to returning from approved leave, said unit member will have sixty (60) days to secure their re-solo status without loss of incentive. The

re-solo process applied to the unit members covered by this contract shall be deemed by the Fire Chief as appropriate for the position of a supervisor of paramedics and should focus on any changes that may have occurred involving protocols, policies, procedures implemented and educational programs provided and missed during the covered absence.

- 13.12 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.

**2015 Supervisory Contract**

Captain Longevity	\$2,150.00
District Chief Longevity	\$2,300.00
Holiday Step Increase	\$50.00

		NON-SOLO	SOLO		District Chief	Capt	District Chief	Capt	Capt	Capt	Wildland Firefighter Certification	
	EMT	FM1	FM2	NO-SRT	NO-FO1	NO-FO1	FO-2	FO-2	Inst II	Inst III	Arduous	Moderate
Bi-Wkly	(\$193.40)	(\$115.81)	\$0.00	(\$83.38)	(\$41.69)	(\$28.80)	\$41.69	\$28.80	\$40.00	\$80.00	One Time Pmt	One Time Pmt
Annual	(\$5,028.40)	(\$3,011.06)	\$0.00	(\$2,167.88)	(\$1,083.94)	(\$748.80)	\$1,083.94	\$748.80	\$1,040.00	\$2,080.00	\$650.00	\$500.00

Captain Step Plan	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Bi-Wkly Base	\$2,351.21	\$2,384.57	\$2,417.91	\$2,451.25	\$2,484.60	\$2,517.95	\$2,551.30	\$2,584.64	\$2,617.98	\$2,651.33	\$2,684.67
FM2 (basis)	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38
Total Base	\$2,544.59	\$2,577.95	\$2,611.29	\$2,644.63	\$2,677.98	\$2,711.33	\$2,744.68	\$2,778.02	\$2,811.36	\$2,844.71	\$2,878.05
FM2 (basis)	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00
Base Annual	\$66,159.34	\$67,026.70	\$67,893.54	\$68,760.38	\$69,627.48	\$70,494.58	\$71,361.68	\$72,228.52	\$73,095.36	\$73,962.46	\$74,829.30

District Chief Step Plan	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
Bi-Wkly Base	\$2,556.06	\$2,592.49	\$2,628.93	\$2,665.37	\$2,701.81	\$2,738.24	\$2,774.69	\$2,811.12	\$2,847.56	\$2,884.00	\$2,920.43	\$2,956.88	\$2,993.31	\$3,029.76	\$3,066.20
FM2 (basis)	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38
Total Base	\$2,749.44	\$2,785.87	\$2,822.31	\$2,858.75	\$2,895.19	\$2,931.62	\$2,968.07	\$3,004.50	\$3,040.94	\$3,077.38	\$3,113.81	\$3,150.26	\$3,186.69	\$3,223.14	\$3,259.58
FM2 (basis)	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00
Annual Holiday	\$2,080.00	\$2,130.00	\$2,180.00	\$2,230.00	\$2,280.00	\$2,330.00	\$2,380.00	\$2,430.00	\$2,480.00	\$2,530.00	\$2,580.00	\$2,630.00	\$2,680.00	\$2,730.00	\$2,780.00
Bi-weekly Holiday	\$80.00	\$81.92	\$83.85	\$85.77	\$87.69	\$89.62	\$91.54	\$93.46	\$95.38	\$97.31	\$99.23	\$101.15	\$103.08	\$105.00	\$106.92
Base + Holiday	\$73,565.44	\$74,562.62	\$75,560.06	\$76,557.50	\$77,554.94	\$78,552.12	\$79,549.82	\$80,547.00	\$81,544.44	\$82,541.88	\$83,539.06	\$84,536.76	\$85,533.94	\$86,531.64	\$87,529.08

**Supervisory Contract**

**Effective 01/02/2016**

Captain Longevity	\$2,201.89
District Chief Longevity	\$2,379.16
Holiday Step Increase	\$50.00

		NON-SOLO	SOLO		District Chief	Capt	District Chief	Capt	Capt DC-Trng	Capt DC-Trng	Wildland Firefighter Certification	
	EMT	FM1	FM2	NO HAZ-MAT	NO-FO1	NO-FO1	FO-2	FO-2	Inst II	Inst III	Arduous	Moderate
Bi-Wkly	(\$193.38)	(\$115.81)	\$0.00	(\$83.38)	(\$41.69)	(\$28.80)	\$41.69	\$28.80	\$100.00	\$200.00	One Time Pmt	One Time Pmt
Annual	(\$5,028.40)	(\$3,011.06)	\$0.00	(\$2,167.88)	(\$1,083.94)	(\$748.80)	\$1,083.94	\$748.80	\$2,600.00	\$5,200.00	\$650.00	\$500.00

Captain Step Plan	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Bi-Wkly Base	\$2,383.02	\$2,429.40	\$2,476.61	\$2,524.67	\$2,573.59	\$2,623.40	\$2,674.10	\$2,725.71	\$2,778.25	\$2,831.74	\$2,886.19
FM2 (basis)	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38
Total Base	\$2,576.40	\$2,622.78	\$2,669.99	\$2,718.05	\$2,766.97	\$2,816.78	\$2,867.48	\$2,919.09	\$2,971.63	\$3,025.12	\$3,079.57
FM2 (basis)	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00
Base Annual	\$66,986.40	\$68,192.28	\$69,419.74	\$70,669.30	\$71,941.22	\$73,236.28	\$74,554.48	\$75,896.34	\$77,262.38	\$78,653.12	\$80,068.82

District Chief Step Plan	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Bi-Wkly Base	\$2,590.43	\$2,640.54	\$2,691.55	\$2,743.48	\$2,796.34	\$2,850.15	\$2,904.93	\$2,960.70	\$3,017.47	\$3,075.27	\$3,134.11
FM2 (basis)	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38	\$193.38
Total Base	\$2,783.81	\$2,833.92	\$2,884.93	\$2,936.86	\$2,989.72	\$3,043.53	\$3,098.31	\$3,154.08	\$3,210.85	\$3,268.65	\$3,327.49
FM2 (basis)	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00	\$5,028.00
Annual Holiday	\$2,142.40	\$2,214.50	\$2,286.60	\$2,358.70	\$2,430.80	\$2,502.90	\$2,575.00	\$2,647.10	\$2,719.20	\$2,791.30	\$2,863.40
Bi-weekly Holiday	\$82.40	\$85.17	\$87.95	\$90.72	\$93.49	\$96.27	\$99.04	\$101.81	\$104.58	\$107.36	\$110.13
Base + Holiday	\$74,521.46	\$75,896.42	\$77,294.78	\$78,717.06	\$80,163.52	\$81,634.68	\$83,131.06	\$84,653.18	\$86,201.30	\$87,776.20	\$89,378.14

## **ARTICLE 14 HOURS OF WORK**

14.01 The County and the Union recognize that the bargaining unit employees within the classifications of Captain and District Chief are primarily responsible for performing non-manual work directly related to management policies or the general operations of the Department, or are primarily responsible for managing a unit within the Department, including the supervision of two or more employees. The County and the Union further recognize that the bargaining unit employees within the classifications of Captain and District Chief regularly exercise discretion and independent judgment in performing their job duties. Moreover, the County and the Union recognize that the bargaining unit employees within the classifications of Captain and District Chief are paid on a salary basis, and that nothing in this Agreement is intended to convert the Captains and District Chiefs to hourly employees. It is therefore understood and agreed that bargaining unit employees within the classifications of Captain and District Chief are exempt from the overtime requirements of the Fair Labor Standards Act.

14.02 It is understood that bargaining unit employees within the classifications of Captain and District Chief will normally be assigned to the work hours outlined below, but may be required to work additional hours as necessary to ensure efficient and effective operations.

### 14.03 **Operational Schedule**

The following provisions are guidelines. It is understood that, as salaried, overtime exempt employees, bargaining unit employees are required to work the necessary hour(s) to accomplish the agency's mission.

- A. Unit members assigned to a 24-hours-on-duty/48-hours-off-duty schedule will normally work a repeating cycle of 24-hours on duty followed by 48-hours off.
- B. The normal shift of work is a 24-hour period commencing at 0700.
- C. The Fire Chief may change the starting time of the normal shift.

### 14.04 **Special Assignments**

It is understood that, at the discretion of the Fire Chief, or designee, unit members may be assigned special assignments outside of the normal scope of work (e.g., additional District Chief Supervision, launches, interviews), which may necessitate a change in the unit member's work schedule. The County will attempt, where possible, to schedule such assignments during the unit member's normal work hours.

### 14.05 **Additional Compensation**



Unit members who are directed to work as a District Chief for additional shifts other than primarily assigned shift are entitled to receive additional compensation in accordance with Article 16. Captains who are either directed to work as, or called back as, a District Chief will be entitled to additional compensation as detailed in Article 16.

## **ARTICLE 15 PROHIBITION OF STRIKES**

- 15.01 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 Fire Rescue from performing their assigned duties.
- 15.02 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 Fire Rescue.
- 15.03 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.
- 15.04 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.
- 15.05 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.
- 15.06 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.
- 15.07 Nothing herein shall preclude the County from using other remedies and/or penalties provided by law in the case of a public employee strike.
- 15.08 This article shall not preclude the union or its members from an informational picket.

**ARTICLE 16**  
**ADDITIONAL COMPENSATION**

16.01 The County and the Union acknowledge that the services of the Department and the employees in the bargaining unit are vital to the protection of the life and property in the County and is an essential service of the County. In view of this heavy responsibility, each unit member must respond affirmatively to all call back requests unless it is impossible or unreasonable to accept or are otherwise exempted under this Agreement. Failure to do so is grounds for discipline up to and including discharge.

16.02 Every effort will be made to maintain staffing at the minimum levels established for a given shift. 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 22:00 and 06:30 hours, the call back list will not be utilized.

16.03 Unit members who are directed to work as a District Chief for additional shifts other than his/her primary assigned shifts are entitled to receive lump sum payments in the following amounts:

1/12 shift	\$64.38	7/12 shift	\$450.63
2/12 shift	\$128.75	8/12 shift	\$515.00
3/12 shift	\$193.13	9/12 shift	\$579.38
4/12 shift	\$257.50	10/12 shift	\$643.75
5/12 shift	\$321.88	11/12 shift	\$708.13
Half Shift	\$386.25	Full shift	\$772.50

16.04 The County shall maintain a call back list of all eligible unit members. Positions that must be filled using call back shall be filled utilizing this list. The call back list shall be maintained by rank and certification as follows:

1. District Chief

A. For each respective list a unit member shall be placed on the list in descending order of his/her rank seniority shall be placed at the top of the voluntary call back list and the unit member with the least amount of department seniority shall be placed at the bottom of the voluntary call back list. In the case of the mandatory call back list, the unit member 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. This list order shall be used as the initial starting position for each unit members, as established October 1, 1999.

B. Upon completion of the unit member's orientation period with Brevard County Fire Rescue, he/she shall be included on the bottom of the voluntary call back and the top of the mandatory call back lists.

16.05 A unit member should respond affirmatively to all call back requests unless it is impossible or unreasonable to accept. Upon such an event, the unit member shall remain in position on the voluntary call back list. This may include:

1. He/she is on approved leave
2. Illness or injury to the unit member or members of his/her family
3. He/she is on approved shift exchange
4. He/she has already worked forty-eight (48) continuous hours
5. He/she is in a department sponsored class or training
6. EMS or fire-related seminary training classes, schooling, etc.
7. Union activities which are defined: disciplinary hearings and investigations or bargaining unit agreement negotiation sessions.

16.06 Prior to the use of the mandatory call back list of the District Chief position, an acting officer may voluntarily accept the shift or assignment as additional compensation.

16.07 Captains who are directed to work additional hours outside their normal shift shall be entitled to receive lump sum payments in the following amounts:

1/12 shift	\$51.50	7/12 shift	\$360.50
2/12 shift	\$103.00	8/12 shift	\$412.00
3/12 shift	\$154.50	9/12 shift	\$463.50
4/12 shift	\$206.00	10/12 shift	\$515.00
5/12 shift	\$257.50	11/12 shift	\$566.50
Half Shift	\$309.00	Full shift	\$618.00

**ARTICLE 17**  
**COMPENSATORY TIME**

- 17.01 When offered by the Program Manager, unit members in the classifications of Captain and/or District Chief may elect to accrue compensatory time at the applicable straight-time rate in lieu of compensation under Article 16.03 for District Chiefs and Article 16.07 for Captains.
- 17.02 Compensatory time may be accumulated to a maximum of eighty (80) hours. Compensatory time shall be recorded through the County's Payroll System.

## **ARTICLE 18 SHIFT EXCHANGES**

### **18.01 Shift Exchange Approval and Qualifications**

For purposes of this Article, the term "Assistant Chief" shall mean the Assistant Chief, or designee.

- A. An on-duty unit member shall submit a request for a shift exchange with the Assistant Chief, 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 the Assistant Chief 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"), 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 Assistant Chief. The Assistant Chief shall immediately forward the shift exchange approval to the unit member.

### **18.02 Verbal Approval**

Verbal approval may be granted by the Assistant Chief. 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 work site.

### **18.03 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. Repayment date must be noted on shift exchange form and must occur within three hundred sixty-five (365) calendar days. Repayment date may be changed pending Supervisory approval, however, must still customarily occur within three hundred sixty-five (365) calendar days. Failure to comply may result in progressive discipline.

C. 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.

18.04 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 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 and applied to the affected members leave bank. In the event the agreeing unit member does not have sufficient sick leave or annual leave to be applied against said absence, the time owed shall be deducted from the unit member's pay, as applicable.

18.05 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:

Years of Employment	Hrs Per Pay Period (24/Year)	Workdays Per Year
One through Five (1-5)	4	12
Six through Ten (6-10)	5	15
Eleven through Fifteen (11-15)	6	18
Sixteen through Nineteen (16-19)	7	21
Twenty and Over (20+)	8	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.

Years of Employment	Hrs Per Pay Period (24/Year)	Workdays Per Year
One through Five (1-5)	5.6	5.6
Six through Ten (6-10)	7.0	7.0
Eleven through Fifteen (11-15)	8.4	8.4
Sixteen through Nineteen (16-19)	9.8	9.8
Twenty and Over (20+)	11.2	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 whose first full pay period of employment is one of the two (2) non-accrued periods in each year, will begin accrual the next pay period. 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 Assistant Chief, or his/her designee.

**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 31<sup>st</sup> 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. Leave accrual shall occur at the end of each of 24 pay periods in a 26 pay period year. The accrual schedule shall be published and provided by the Office of Human Resources.
- C. 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 **Unpaid Status**

Annual leave shall not be earned while a unit member is in an unpaid status of thirty (30) days or longer.

### 19.06 **Leave Purposes**

Annual leave may be used for any purpose.

### 19.07 **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. Annual leave, when approved, shall be on a first-requested, first-granted basis. It is strongly recommended that an employee submit a written request for annual leave at least thirty (30) days in advance of the requested annual leave period.

- 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 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 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 Fire Rescue.
- E. The Assistant Chief, or his/her designee, shall maintain an annual leave standby list of those unit members who are denied their requested annual leave, for National, State, County and contractual holidays or for days as may be mutually agreed to by the County and the Union, in order of their request. In the event an approved annual leave slot becomes available, the unit member first in order on the standby list for said slot shall be contacted and offered the open slot. If the unit member accepts the open annual leave slot, his/her name shall be removed from the annual leave standby list for that slot and the next unit member on the annual leave standby list for that slot shall be eligible for a subsequent opening of the annual leave slot.
- F. A unit member who requests annual leave with less than seventy-two (72) hours notice must secure their own overtime replacement staying within all other provisions of this Article, including approval by the Deputy Chief, or designee. Annual leave requests not scheduled at least seventy-two (72) hours in advance and are without a replacement secured, may only be granted by the Fire Chief, or designee, in unusual circumstances such as funerals, family/personal emergencies, or like incidents.
- G. 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.
- H. 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.
- I. When a unit member is assigned to a different shift, as a result of a promotion or 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.

- J. In the case where a unit member makes a request for approved annual leave and does not have enough accrued annual leave to cover the time off, the unit member will be subjected to progressive disciplinary action.

**19.08 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 Assistant Chief, or his/her designee, for the identification of the unit member(s) who has been scheduled to replace the unit member. The unit member shall be responsible for notifying the unit member who has been scheduled to work as his/her replacement that the assignment has been canceled. The unit member shall be responsible for confirming the notification with the Assistant Chief, or his/her designee, to obtain approval for the cancellation.

**19.09 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 Assistant Chief, or his/her designee, 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 Assistant Chief, or his/her designee, uses for voluntary overtime at the present time.

**19.10 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. Deferred Retirement Option Program (DROP) participants may choose to receive a lump-sum payment for accrued annual leave upon beginning participation in DROP or upon termination of DROP. Unit members electing to a lump-sum payment at the commencement of DROP shall have his/her accumulated annual leave payment certified to the Florida Retirement System and included in his/her average final compensation (AFC). Such participants shall not be eligible to receive another lump-sum payment upon their termination from DROP except forty hour weekly employees whose initial lump-sum payment is less than 240 hours shall be eligible for an additional lump-sum payment equal to difference between their original drop lump-sum

hours amount and 240 hours. Fifty-six hour weekly employees whose initial lump-sum payment is less than 336 hours shall be eligible for an additional lump-sum payment equal to difference between their original drop lump sum hours and 336 hours.

C. 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.

D. A unit member who is terminated prior to completion of his/her initial probationary period shall not be eligible for annual leave pay.

#### 19.11 **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 work days scheduled for the unit member in the payroll period.

#### 19.12 **Leave Units**

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.

19.13 Upon the sole discretion and approval of the County Manager, a program for the sell back of accrued annual leave may be provided for unit members.

**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. 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. However, no sick leave shall accrue when an employee is in an unpaid status for a period of thirty (30) days or longer. The sick leave accrual is as follows:

Years of Employment	Hrs Per Pay Period (24/Year)	Workdays Per Year
One through Ten (1-10)	4	12
Over Ten (+ 10)	5	15

**20.04 Twenty-Four (24) Hour Shift Schedule**

Twenty-four (24) hour shift unit members shall accrue sick leave as set forth below, however, no sick leave shall accrue when an employee is in an unpaid status for a period of thirty (30) days or longer. The sick leave accrual is as follows:

Years of Employment	Hrs Per Pay Period (24/Year)	Workdays Per Year
One through Ten (1-10)	5.6	5.6
Over Ten (+ 10)	7	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. Unit members whose first full pay period of employment is one of the two (2) non-accrual periods each year, will begin accrual the next pay period.
- 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.

#### 20.06 **Accumulation of Sick Leave**

- A. Sick leave may be accumulated without limit.
- B. Leave accrual shall occur at the end of each 24 pay periods in a 26 pay period year. The accrual schedule shall be published and provided by the Office of Human Resources.

#### 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 the Staffing Office 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.
- 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 **Sick Leave Abuse**

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. The taking of sick leave as soon as it is earned.
- B. Repeated absences the day before or after a holiday.
- C. When a unit member who has had at least six (6) periods of leave usage for 40 hour unit members and five (5) periods of leave usage for 24/48 hour unit members in the preceding twelve (12) months is absent for one (1) or more days. Sick leave usage for which competent proof of necessity is provided or where the supervisor has actual knowledge that the employee was injured or sick, will not be considered in the accumulation of the six (6) periods for 40 hour unit members or five (5) periods (24/48 hour unit members).

A 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 or leave without pay status due to an injury or illness.

- D. Use of sick leave on a day or days for which annual leave was requested and denied.

#### 20.09 **Requirements to Provide Proof of Illness/Injury**

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

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

In those circumstances where management has a reasonable belief that such 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 of sick leave being utilized.

If a unit member fails to provide competent proof when requested, the unit member may be charged leave without pay and may be disciplined.

#### 20.10 **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 Member hired after October 1, 2011:

Unit members who resign, or who 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 Member 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 the unused sick leave balance.

### **20.11 Sick Leave Units**

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

### **20.12 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.

20.13 **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. 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. Newly hired unit members and unit members taking a leave of absence during the period shall not be eligible.

20.14 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 work day 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	
Christmas Eve	December 24
Christmas Day	December 25
Personal Holiday	

Employees on a 40 hour weekly schedule who are required to work on a designated holiday shall, at the employee's discretion, be given another day off within 30 calendar days, subject to Department Operational needs.

21.02 Effective October 2015: Unit Members on a 24/48 work schedule will receive holiday pay. This payment is a set amount. The amount is \$2,080 for Step 0, continuing with fifty dollars (\$50) incremental increases per step, through Step 14 to a maximum payment of \$2,780.

Effective January 2, 2016: With the compression of the District Chief Step Plan from 14 Steps to 10 Steps, the holiday pay will be recalculated as follows: The Annual Holiday amount for Step "0" will be increased by 3%. The Annual Holiday amount for Step "14" will be increased by 3% and will become to the new Annual Holiday Amount for Step "10". Steps "2" through "9" will be recalculated to allow an equal amount of increase from Steps "0" through "10".

21.03 The amount will be divided by the twenty-six (26) pay periods and included in each paycheck.

**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.

Those bargaining unit members on a 40 hour work week schedule will receive eight (8) hours off with no reduction to the bargaining unit member's normal salary.

Those bargaining unit members on 24/48 hour schedule will receive additional compensation in the pay period in which the new holiday occurs in the amount of one-half shift as identified in Article 16: Additional Compensation.

21.05 Any sick or annual leave utilized on a "County Approved Holiday" as such listed below will be deducted hour for hour as any other normal work day.

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	
Christmas Eve	December 24
Christmas Day	December 25
Personal Holiday	

21.06 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 his/her 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 work day 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 2<sup>nd</sup> 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 work day, 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 unless required to return to jury duty the following day.

## **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 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 an Administrative 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 Fire Chief, or his/her designee 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 an Operational schedule, may be granted emergency leave for a period of up to one (1) working shift off, commencing the day the unit member notified the Staffing Office, or his/her 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.

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 beyond these constraints may be charged to annual leave upon approval by the Fire Chief, or designee.

26.04 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.

26.05 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 schedule 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 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 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 up to 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, 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 A unit member may not use a leave of absence to try out for another position outside of County service or for employment/self-employment reasons.

**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) consecutive calendar 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.
- 31.02 A unit member requesting light duty shall provide to the Fire Chief or his/her 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 Upon being placed on light duty from an operational schedule, annual and sick leave will be accrued at the administrative schedule rate for the duration of light duty. All previously accrued leave will be adjusted by dividing such leave by 1.4. Upon returning to an operational schedule, annual and sick leave will be accrued at the operational 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 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 compensated per Article 17: Compensatory Time with a minimum of three (3) hours, for all time associated with the subpoena, summons or order. On duty status only applies for the period of time 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 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**  
**INVESTIGATIONS**

- 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 facing disciplinary actions, the Department shall serve the unit member with Formal Investigation paperwork prior to the beginning of the investigation.
- 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 interview 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 records 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.

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 the Deputy Chief or designee of their assigned district or above within 24 hours. Failure to notify the Deputy Chief or designee 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 charges 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 Officer will notify the unit member and where represented by the Union at the hearing, the President of the Union, in writing of the 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 forty (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 At the insistence of Management the Union has recognized the Department's DUI Policy as a binding component of this Article. This 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

- 35.09 This article does not negate the employee's requirement to be able to drive emergency vehicles per Article 10.
- 35.10 The hearing packet shall be provided to the unit member no less than 72 hours prior to the pre-disciplinary hearing date.
- 35.11 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.
- 35.12 Nothing in this Article shall modify or abridge any unit member's rights as provided under Section 112.80 et. seq. Florida Statutes, known as the *Firefighters' Bill of Rights*.

## **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 the highest vacant position for which they are qualified and shall receive a rate of pay determined as follows:
- A. He/she may 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 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 the 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 less than ninety (90) days prior to the beginning of the new 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 the least senior unit member in the next lowest rank that unit member last previously qualified for with a corresponding reduction in pay. If no such displacement can occur, the displaced unit member shall be laid off.
- 37.03 In the event the Fire Chief determines an individual is 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 of 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 ten (10) 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.
- 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 work force by a lay off 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.
- 37.09 The affected employee shall receive a written notice of the County's intent to reduce its work force 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.

**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 (10<sup>th</sup>) 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 38.05.
- 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.

**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 System 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 grievance 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 4 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 **Grievance Procedure**

Grievances shall be processed in accordance with the following procedure:

- A. Step 1: Depending on the nature of the grievance, in the event a unit member believes a dispute exists, as outlined in Section 39.01, he/she shall first bring this dispute to the appropriate Assistant Chief, 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 appropriate Assistant Chief 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 appropriate Assistant Chief shall obtain the facts and forward his/her decision, in writing, to the grievant and the Union no later than seven (7) business following the meeting date.
- B. Step 2: If the grievance is not settled at Step 1, the grievant shall forward the grievance to the Deputy Fire Chief within fourteen (14) business days from the receipt of the Step 1 decision. The Deputy Fire Chief shall meet with the grievant within seven (7) business days of receipt of the grievance. The Deputy Fire Chief shall obtain the facts, and forward his/her decision, in writing, to the grievant and the Union no later than seven (7) business days following the meeting date.
- C. Step 3: If the grievance is not settled at Step 2, the grievant shall forward the grievance to the Fire Chief within fourteen (14) business days from the receipt 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/her decision, in writing, to the grievant and the Union no later than seven (7) business days following the meeting date.
- D. Step 4: If the grievance is not settled at Step 3, the grievant shall forward the grievance to the Human Resources Director within fourteen (14) business days of 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/her decision, in writing, to the grievant and the Union no later than seven (7) business days following the meeting date.

### 39.03 **Arbitration**

- A. The Union can decide not to take a grievance to arbitration. No unit 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 designees, 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) 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 forwarded 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 or her 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 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. Such class action grievance shall be filed, in writing, with the Fire Chief, within fourteen (14) days of when the Union has knowledge of this action or even which gave rise to the grievance.

#### 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) 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.

39.06 The parties recognize that Department Rules and regulations, Standard Operating Procedures, Merit System Policies and Procedures and various contractual provisions apply to both the Rank and File and Supervisory Bargaining Units. In such cases, where a grievance is filed concerning the interpretation or application of such a provision by either bargaining unit, the initial grievance filed concerning the issue shall be dispositive of the interpretation or application when the Union participated in the grievance and the grievance was submitted to arbitration.

## **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 Fire Rescue, measured from the bargaining unit member's initial or adjusted date of employment with Fire Rescue.
- B. Rank Seniority is defined as the length of continuous service in a specific rank within Brevard County Fire Rescue and any time served in a position of equal or higher rank within Brevard County Fire Rescue. Rank is defined as follows:
  - 1. Captain
  - 2. District Chief
- 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 transfer and cross shift transfers as described in 43 seniority shall be determined utilizing the following criteria in order as follows hereinafter referred to and defined as ("Seniority Hierarchy"):

- 1. Rank Seniority
- 2. Department Seniority
- 3. Certification Seniority
  - a) Date of Florida Fire Officer 1 Certification
  - b) Date of Florida Firefighter Compliance Certification
  - c) Date of State of Florida Paramedic Certification
  - d) Date of State of Florida EMT Certification
- 4. County Seniority

#### 40.03 **Interruption of Service**

Service shall be considered as having been interrupted when a bargaining unit member is absent due to a lay off 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 for other benefits such as annual leave, sick leave accrual, and/or Step Pay Plan benefits, etc.

**ARTICLE 41  
PROBATIONARY EMPLOYEES**

**41.01 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.

**41.02 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 assigned probationary period.
- C. Newly hired employees are entitled to all rights under this contract during their probationary period, unless expressly excluded.

**ARTICLE 42**  
**NON-DISCRIMINATION**

- 42.01 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 or her race, color, creed, national origin, sex or age.
- 42.02 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 43  
TRANSFERS AND BIDS**

43.01 Brevard County Fire Rescue may assign unit members to a different reporting point, district, 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 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.

43.03 **Bid Posting, Submission, Award and Withdrawal**

The Fire Chief or designee shall insure that positions for personnel working a 24/48 hour shift are fairly awarded. Where possible, said positions will be bid and such bids will be awarded as stated within this article. However, where it is operationally necessary the Fire Chief or designee will have the right to place specific personnel as needed. The Fire Chief or designee must be able to explain said operations both verbally and in writing if requested. Bids shall be posted via electronic mail by the staffing office and remain open for a period of two (2) weeks.

43.04 A unit member may 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. Such requests must be approved by the Assistant Chief of Operations.

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

43.05 A unit member who is awarded a bid shall remain in the awarded position for a minimum of sixty (60) regularly scheduled twenty-four (24) hour shifts.

43.06 **Requested District and/or Shift Transfer**

- A. Unit members of equal rank and job classification may transfer laterally between districts and/or shifts; however, such transfers must be approved by the Assistant Chief responsible for Operations. Each unit member shall submit a request to the Assistant Chief of Operations in a form and by means selected by the County, such as certified e-mail.
- B. Each request shall include the unit member's name, rank/certification, current station assignment and shift, and the date the unit member request to make the trade effective.



- C. A district and/or shift transfer may not be authorized when it is known that one of the unit members is going to be promoted or when it is known that one of the unit members is going to terminate his/her employment with the County.

#### 43.07 Transfer Denial Explanation

A request for the privilege of a transfer to another district or shift shall be submitted as noted in Section 43.05 at least three (3) shifts or work days 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.

#### 43.08 Involuntary Transfer

Where no qualified bidders apply, involuntary transfer to permanent vacancies shall be determined by Seniority Hierarchy on the affected shift. The individual with the lowest applicable seniority will be transferred. 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. Unit members may be transferred involuntarily for the purpose of remediation or further training. Remediation and/or training objectives and the timeframe shall be clearly defined. When the unit member has successfully completed the remediation and/or training, the unit member shall return to his/her original assignment.

- 43.09 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.

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 this 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.

If the party who owes the annual leave does not have enough time in their annual leave bank at the time of deduction, the unit member's next payroll check will be reduced by the applicable amount (number of outstanding hours multiplied by the unit member's current rate of pay).

## **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 have met the qualifications to sit for a promotional exam and have agreed or requested to participate in the Acting Officer Program along with those employees who are presently on the promotional list will constitute the Eligibility List. Members on the Eligibility List may be temporarily assigned to the applicable Acting Officer's position. No member who has failed a previous promotional exam may be placed into an Acting Officer position until that member successfully passes a subsequent promotional exam. Temporary assignments shall not be used to fill permanent openings. Personnel who sit on the acting officer eligibility list shall remain eligible to participate in the acting officer program providing they have completed the applicable orientation process.
- 44.03 Personnel who have met the qualifications to sit for a promotional exam and have agreed or requested to participate in the Acting Officer Program, shall remain eligible for such participation up to a two (2) year maximum. Members that are part of the acting program must sit for the next applicable examination. To continue in the program beyond the two (2) year timeframe, the member must pass the applicable promotional exam and be placed on the promotional eligibility list.
- 44.04 The eligibility list will be administered by assigning the Acting positions to those 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.
- 44.05 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.
- 44.06 A 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 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.

**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 will use a standard grading system based on a 100 point scale for determining the total score of the candidate and will consist of a multiple-choice closed book written examination worth twenty-five (25) points, a tactical skills exercise worth twenty-five (25) points, and an assessment center process that may be oral, written or a combination of techniques worth fifty (50) points. A passing cut score will be established using professionally accepted procedures. Candidates must achieve the established cut score on the written test to be eligible to move on to the assessment center and tactical exercise portions of the testing process.

The Cut Score for the written test 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 need).

The Cut Score shall be set by the testing agency prior to release of the candidate scores to the County. Candidates successfully completing the Written Examination, Assessment Center and the tactical skills exercise Shall be awarded additional educational points Educational points are awarded to the final overall passing point score as follows: (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.)

BA/BS Degree (Job Related)	6 points
MS/MA Degree (Job Related)	8 points

Educational points shall not be cumulative. In order to be eligible to receive the applicable Educational Points, the degree must have been awarded on or before the last day to sign-up for Promotional Testing.

**45.02 Maintenance of Promotional Eligibility Lists**

- A. The County shall 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 five (5) or less 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) or less 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.

**45.03 Posting of Testing Notice**

- A. The County will post notices of promotional testing in each work site, 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 validated list of reference materials that will be covered on the examination and the criteria for eligibility to test.
- B. A subsequent notice will be posted giving the time, date, and location of the remaining examination components for those successfully moving-on in the process 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..

**45.04 Notification of Intent to Test**

- A. Upon posting of a testing notice, in order to sit for a written examination, an eligible candidate shall give notice, via e-mail, to the Office of the Assistant Chief of Professional Development (or their designee) of his/her intent to take the written examination, no later than fifteen (15) calendar days prior to the test date.
- B. Personnel 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.
- C. Sitting for the promotional exam indicates a commitment from the unit member to promote upon notification of an offer.

**45.05 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(s) established as noted above, will be published at each work site, station or reporting point. Candidates shall be listed in order of highest score first. This list shall constitute the certified promotional list once signed by the Fire Chief.

**45.06 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 applicants shall be certified in response to each additional vacancy that exists.

#### 45.07 **Test Administration**

The promotional examination process for each rank shall be conducted, provided a minimum of three (3) eligible candidates give notice of intent to test once the test has been posted. If there are less than three (3) eligible candidates, the County, in its sole discretion, may commence the testing process, or promote from those eligible within the discretion of the Fire Chief. Prior to hiring externally an internal process shall take place with those signed up for the promotional exam should there be less than three (3) eligible candidates.

#### 45.08 **Test Review Procedure**

- A. All candidates 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 Development during the review sessions on an appeal form, provided by the Department. The decision of the Fire Chief or his/her 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 have been answered.
- C. Candidates may inspect their graded written examination with the answer key and substantiate in writing to the Office of the Assistant Chief of Professional Development any claims of error(s) in grading within seven (7) days of receiving their test scores.

#### 45.09 **Promotional Eligibility Criteria**

In order for a candidate to be eligible for each respective promotional examination, the following criteria shall be met as of the day of the examination:

##### A. Training Captain

Unit members shall not be permitted to take the promotional test for the position of Training Captain until the unit member has: served as a Fire Rescue Lieutenant for five (5) years with Brevard County Fire Rescue, obtained State of Florida Instructor 1 certification or greater through the Bureau of Fire Standards and Training, and have obtained certification as a Departmental Hazardous Material Technician.

Candidates hired from outside the Department for the position of Training Captain will be required to have the following qualifications upon employment:

1. A minimum of eight (8) years as a certified career firefighter with at least four (4) of those years as a company officer or above.
2. Must be Florida Fire Officer 1 certified.
3. Must be Florida Instructor 1 or greater.
4. Must comply with the Hazardous Materials Technician requirement stated in the paragraph above, within twelve (12) months.

B. District Chief-Internal Applicants

Unit members shall not be permitted to take the promotional exam for the position of District Chief until the unit member has: served as a Fire/Rescue Lieutenant for five (5) years with Brevard County Fire Rescue and have the following qualifications:

1. Must be Florida Instructor 1 or greater
2. Must have an Associate Degree in either Fire Science, Emergency Medical Services, Associate of Arts degree or greater from a regionally accredited University or College, as determined by the Fire Chief.
3. Possess, as a minimum, State of Florida certification as an EMT.

C. District Chief – External Applicants

Candidates hired directly from outside the Department for the position of District Chief shall have at minimum the following qualifications, or be able to obtain them prior to completion of the probationary period.

- a. A minimum of eight (8) years as a company officer with a career structural fire department of similar size and complexity as BCFR.
- b. Must be Florida Fire Officer 1 certified or greater equivalent as certified by the State of Florida.
- c. Must be Florida Instructor 1 or greater equivalent as certified by the State of Florida.
- d. Possess, as a minimum, State of Florida certification as an EMT.
- e. Must have an Associate Degree in Fire Science, Emergency Medical Services, Associate of Arts degree or greater from a regionally accredited College or University, as determined by the Fire Chief.

Failure to achieve any of the above criteria within the timeframes noted may result in immediate demotion or dismissal of the individual. Extensions of timeframes or demotions will be exercised in the sole discretion of the Fire Chief.

5. Unit members previously hired from outside the Department for the position of Captain shall not be eligible to take the promotional examination for District Chief or be promoted to the position of District Chief in the absence of a promotional process without the following qualifications:
  - a. A minimum of seven (7) years as a company officer or greater with a career structural fire department
  - b. Have served a minimum of three (3) years as a Captain with Brevard County Fire Rescue

45.10 **Examination Ineligibility**

Unit members will not be permitted to take the promotional test if they have received a one (1) in any performance evaluation factor on the unit member's most recent performance evaluation.



**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 work related injury benefits when the 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 Fire Rescue to further their education, especially as such continuing education relates to the services provided by 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 reimbursements shall be submitted to the Strategic Programs section 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 duties of the unit member's position or must directly enhance the knowledge, skills and abilities relating to the unit member's current position and of benefit to the County.

### **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 1<sup>st</sup> of each year an 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 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 fee costs only, and shall not include student activity fees, books, materials, travel, parking fees or any other expenses.

**47.11 Employment Obligation**

A unit member receiving tuition reimbursement shall agree to remain in the employ 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 prescheduled (more than one shift in advance) training events.

### **48.02 Skills Training**

Those unit members who work an operational schedule or placed on a "special assignment" may be required to attend training sessions (for fire or EMS), up to a maximum of eight (8) hours per day basis for the purpose of reinforcing or updating existing skills or attaining new skill. Said training shall normally be completed by 1700 hours and be conducted on duty, however, it is permissible for said training to be conducted off duty and later than 1700 hours. Up to 80 hours of off duty training is not compensable. Any hours in excess will be compensated according to Article 16, Additional Compensation or Article 17, Compensatory Time.

### **48.03 Mandatory In-Service Training**

Mandatory in-service training sessions will normally be conducted between 0800 and 2100 hours. Notification of mandatory in-service training shall be provided to affected unit members at least thirty (30) days in advance, where reasonably possible.

### **48.04 Special Training Opportunities**

For specialized on-duty training opportunities (i.e., live burn, access to specialized training courses), notification time limits and training hours may be modified by management to accommodate the necessary schedule.

### **48.05 Specialized Management Training**

It is understood that at the discretion of the Fire Chief or his/her designee, unit members may be required to participate in specialized training (i.e. Advanced Fire Officer or Incident Command courses, Volunteer or New Hire Training, etc.).

### **48.06 Crew and Engine Company Drills**

District Chiefs will be responsible for and may need to conduct, observe or participate in monthly shift personnel, crew and/or engine/truck company training.

**ARTICLE 49**  
**HEALTH AND WELLNESS PROGRAM**

- 49.01 Each unit member, with the exception of unit member's involved in a Department directed Physical Fitness Health and Wellness Program, may be required a maximum of two (2) hours, workload permitting, for physical conditioning. Each unit member may select a group of exercises that is conducive to his/her physical condition and personal goals.
- 49.02 Unit members will participate in at least one (1) hour of physical exercise, including warm-up and cool-down, each twenty-four (24) hour tour of duty.
- 49.03 The County shall make available to each station, equipment for both aerobic and anaerobic strength training. Unit members shall be allowed to use equipment on a voluntary basis off-duty.
- 49.04 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.

## **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 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.

### 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 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 safety 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.

#### 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 or alcohol 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 or alcohol 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. Additional signs and symptoms of alcohol misuse include:
  - 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 exist. 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 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 Fire Rescue Management'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.
- 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.
- F. Annual Physicals: The County and the Union agree that all unit members may be required to undergo annual drug testing as part of their annual physicals.

#### 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 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	250 ng/ml GC/MS
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 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
Phenclidine (PCP)	25 ng/ml PCP	25 ng/ml GC/MS

Propoxyphene	300 ng/ml	200 ng/ml
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- 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 an 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. 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.

A unit member, not currently under a drug 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.

- C. A unit member who voluntarily participates in a drug 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. Up until the member actually submits the required testing sample the opportunity to request assistance is available.

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. 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, 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's 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 made available through the Employee Assistance Program 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 used against the unit member.

**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 AND 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 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 with the Fire Chief, whose decision concerning the recommendation shall be final. Union appointments shall be from the same shift when possible. This 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 –management selection*
- (1) District Chief – management selection*
- (1) Training Officer – management selection*
- (1) Assistant Chief— 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 investigations 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 County-wide Executive Safety Committee.

53.06 The Occupational Health and Safety Committee shall be guided by the following:

- A. Monitor the independent investigations 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. Personal Protective Eyewear
  - C. Ear Protection
  - D. Protective Clothing/Equipment for Structural Firefighting
  - E. Gloves for Structural Firefighting
  - F. Footwear for Firefighters
  - G. Wildfire Gear to include Helmet and Pack
- 54.02 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.
- 54.03 Safety equipment issued by 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.
- 54.04 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. The approved daily work shirt is the appropriate issued Class B uniform shirt; it may be worn at any time a member is on duty while performing routine work assignments. 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.
- 54.05 Union pins and insignias approved by the Fire Chief, or designee, may be displayed on unit member uniforms.



- 54.06 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.
- 54.07 Unit members are not to wear uniforms while off duty, except for special occasions as may be authorized by the Fire Chief, or designee.
- 54.08 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.
- 54.09 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.
- 54.10 Upon request by a unit member to replace equipment or uniforms, the Supply Officer 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.
- 54.11 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.
- 54.12 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.
- 54.13 Upon cessation of employment with 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 his/her 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 private 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 an assigned 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 month on a properly completed, appropriate County Travel Reimbursement form. This form shall be submitted on a monthly basis by the 15th of the month following the end of the previous month; no forms will be accepted after the 15th day of the following month. Fire Rescue, 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**  
**WILDLAND FIREFIGHTER CERTIFICATION**

- 57.01 The term Wildland Firefighter is defined as a unit member who has successfully completed wildland training in S130 and S190 and any further mandated requirements as set forth from the State of Florida Forest Service and/or the State Emergency Response Plan.
- 57.02 The term Brevard County Fire Rescue Wildland Firefighter Certification is defined as a unit member who has successfully completed wildland training as defined in 57.01 and passed at minimum the Brevard County Fire Rescue Moderate Pack Test as defined in 57.03.
- 57.03 There are two levels of pack testing established with the following requirements set forth for each:
- ARDUOUS PACK TEST: 45lb. weighted vest, 3 miles, completed in 45 minutes or less.
- MODERATE PACK TEST: 25lb. weighted vest, 2 miles, completed in 30 minutes or less.
- 57.04 All unit members that were hired on or after January 1, 2002 must successfully complete at a minimum the Moderate Pack Test every year thereafter. Unit members who have accumulated ten years of service are encouraged but not required to participate in either pack test.
- 57.05 Brevard County Fire Rescue will typically conduct all pack testing between December 1st and March 31<sup>st</sup> of each year. It will be the unit member's responsibility to ensure they recertify during the allotted time frames established by the County.

**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 work sites.

**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 additional compensation as provided for in Article 16 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(s).
- C. If the mediation is unsuccessful, unit members may file a grievance as outlined under Article 39, Grievances and Arbitration.

**ARTICLE 60**  
**APPENDICES AND AMENDMENTS**

- 60.01 All appendices and amendments to this Agreement shall be lettered, dated, and signed by the responsible parties, and shall be part of this Agreement.
- 60.02 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 61**  
**SEVERABILITY**

- 61.01 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.
- 61.02 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 62**  
**DAMAGE TO COUNTY PROPERTY**

- 62.01 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.
- 62.02 If the damaged property cannot be replaced through the County insurance program and the unit member is found to have caused or allowed 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.
- 62.03 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.
- 62.04 Nothing contained in the Article precludes the Department from conducting a pre-disciplinary hearing and issuing progressive discipline.
- 62.05 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 63**  
**VIOLENCE IN THE WORKPLACE**

- 63.01 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.
- 63.02 Any unit member who, on or off 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.
- 63.03 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.
- 63.04 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.
- 63.05 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 64  
RESERVED**

**ARTICLE 65**  
**ANTI-SMOKING POLICY**

All employees hired after October 07, 2009, 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, cigars, pipes, or use of any type of tobacco products of any kind at all times, whether on or off duty.

**ARTICLE 66**  
**SAVINGS CLAUSE**

The Union and the County agree to reopen Article 13 of this Agreement when the Board of County Commissioners 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.

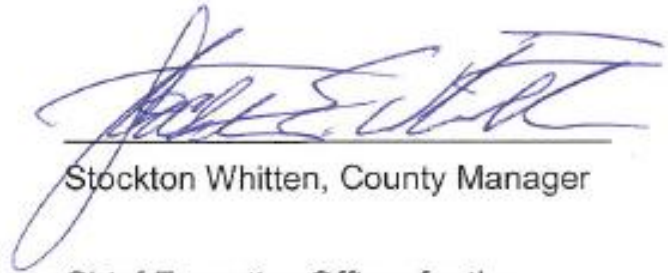
**ARTICLE 67  
DURATION OF AGREEMENT**

This Agreement shall become effective upon ratification IAFF Local 2969 and Brevard County Board of County Commissioners and shall continue in effect until midnight, October 1, 2018.

Either the County or the Union may re-open Article 13, Wages, for the second year of this Agreement by serving Notice of Intent to Renegotiate between March 1 and April 1, 2017; and as set out in Article 13.01.



Jim Barfield, Chairman



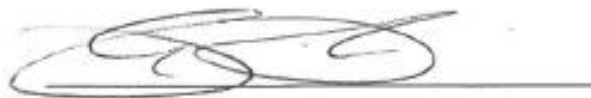
Stockton Whitten, County Manager

Chief Executive Officer for the  
Board of County Commissioners  
Of Brevard County

As Approved by the Board on 12/15/15



Chief Mark Schollmeyer  
Fire Rescue Director  
Brevard County Fire Rescue



President IAFF, Local 2969



Scott Ellis, Clerk