

Corrections Collective Bargaining Agreement

between

The Brevard County Sheriff's Office

and

The Coastal Florida Police Benevolent Association, Inc.

Certification Numbers

Corrections Sergeants & Lieutenants 1555

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BREVARD COUNTY SHERIFF'S OFFICE  
AND  
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**

This Memorandum of Understanding is entered into and between the Brevard County Sheriff's Office (herein referred to as "BCSO") and the Coastal Florida Police Benevolent Association, Inc. (hereafter referred to as "CFPBA") on behalf of sworn employees (PERC Certification Number 1555). The purpose of this MOU is to modify, upon execution of this MOU by both parties, various articles and/or article sections in the existing Collective Bargaining Agreement with the following changes as set forth below. These various article and/or article section changes are contained in the successor Collective Bargaining Agreement that was ratified on December 19, 2018.

**Article 5**

**EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES**

**5.01 Representation**

- B. No more than one Representative shall appear with a unit member during a grievance meeting at any one time.
- C. Association Unit Representative or Bargaining Unit member collective bargaining activities shall be conducted during an off-duty status, or approved leave time only, absent of extraordinary or critical circumstances.
- D. Instances of extraordinary or critical circumstances shall be Association authorized and brought to the attention of the unit representative's command-level supervisor, outlining the nature of the circumstance prior to any action taken.
- E. Association Staff Representative(s) shall be full or part time paid staff representatives of the Association, and not employees of the BCSO.

F. The Association shall furnish to the Human Resources Manager an up-to-date listing of the Association Unit Representatives, Association Staff Representatives and Association Officers, January of each year, or as changes occur. The BCSO shall have no obligation to recognize individuals who are not on the lists furnished to the Human Resources Manager as representatives of the Association. Where Association representation is requested by a unit member, the representative shall be a person(s) on the lists provided by the Association.

**5.06 BCSO Resources**

No bargaining unit member is authorized to conduct association or collective bargaining business using BCSO resources to include, but not limited to, time, vehicles, or equipment.

**5.08 Documents (Policy, Procedures and Special Orders)**

F. Policy revision(s) that impact wages, or terms and conditions of employment are subject to impact bargaining provided the Association makes a lawful and proper request within ten (10) calendar days after the Association is notified of the revision(s).

**5.09 Negotiations**

A. The Association may designate certain employees within the bargaining unit to serve as its Negotiation Committee. The Association's Negotiation Committee for the bargaining unit recognized under PERC certification number 1555 may consist of up to three (3) members. Time spent in actual negotiation sessions by the Negotiation Committee unit members only, excluding preparation time, shall be considered as time worked, when the negotiations are held during the Negotiation Committee unit member's regular working hours. The Association must notify the Human Resources Manager of the designated unit members prior to the initiation of negotiation sessions. All other employees who are not members of the Bargaining Unit Negotiation Team, wanting to attend the negotiation session, must attend on approved leave or on a regular day off.



## Article 6

### GRIEVANCE AND ARBITRATION PROCEDURE

- 6.01** It is the policy of the Sheriff and the Association to encourage informal discussions between management and unit members, to discuss performance based issues as well as employment related concerns or complaints. Such discussions should be held with the intention of reaching an understanding, in an attempt to resolve the matter in a manner satisfactory to the unit member and BCSO, without need for recourse to initiate the formal grievance procedure prescribed by this Article.
- 6.02** Definitions (as used in this Article)
- C. **Chief Officer** – shall mean the Chief Deputy or Chief.
  - D. **Command-level Supervisor** – shall mean in ranking order, Chief Deputy, Chief, Commander, Major, Chief Financial Officer, or Manager, whichever is within the unit member's chain of command.
- 6.03** Election Remedy and Representation
- C. The unit member shall have a right to file a Contract Grievance within the parameters set forth in this Article or a Civil Service Appeal over a formal discipline issue. At the time of filing an appeal or grievance in response to a disciplinary action, the unit member shall declare which procedural process they are filing under. A unit member may not switch appeal forums once the grievance has been filed.
- 6.04** Procedures
- E. The unit member shall provide notice to the Sheriff or designee, intention to appeal or grieve a suspension within ten (10) days of the receipt of the final action. The unit member's failure to do so shall permit the Sheriff to immediately proceed with the suspension. The unit member can waive their intent to appeal or grieve a suspension to allow the Sheriff to immediately proceed with the suspension.
- 6.07** Arbitration
- B. The arbitration procedure is the sole and exclusive right of the Association. As such, no bargaining unit member shall be authorized to proceed to

arbitration without the written authorization of the Association. If the Association permits the unit member to proceed to arbitration without Association representation, the unit member shall be responsible for notifying the Sheriff in writing of their intent to bring the grievance to arbitration within ten (10) days after the receipt of the Step Three decision.

- A. Unit members proceeding without Association representation shall be required to post a bond in escrow with the Sheriff in an amount calculated to cover the cost of arbitration in the event that the unit member is assessed a portion of the cost associated to the arbitration, and in no event will the bond amount be assessed less than \$10,000.00. The bond shall be posted no later than ten (10) days following notice of the Arbitration. Any failure by the unit member to post a bond in escrow with the Sheriff within the noted ten (10) day time period shall be considered a voluntary waiver and withdrawal of the Arbitration.
- I. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:
  - 6. The arbitrator's award may include back pay to the grievant(s), or reimbursement to the Sheriff.

#### **6.08 Time Limits**

- F. A grievance submitted by a unit member, within ten (10) days of the event giving rise to the grievance, that is incomplete because of minor deficiencies in form shall be returned one time to the unit member for correction without prejudice. The unit member must submit a corrected form within twenty-four (24) hours of its return, or the grievance will be considered waived and withdrawn.

#### **6.09 Exceptions**

All grievances will be presented at the initial step with the following exceptions:

- 1. If a grievance arises from the action of the Step One management representative, the grievance shall be initiated at Step Two by submitting a grievance form as set forth in Step One within ten (10) days following the event giving rise to the grievance.

## **Article 11**

(Intentionally left blank)

## **Article 12**

### **LATERAL TRANSFERS**

#### **12.03 Voluntary Lateral Transfer**

- C. Requirements for candidates requesting voluntary transfer or specialized assignment:
  - 1. Must have completed their probationary period.
  - 2. Must be currently meeting standards.
  - 3. May not have received any formal discipline in the previous six months.

## **Article 13**

### **ASSIGNMENTS**

#### **13.02 Assignment Vacancy Announcements and Selection**

- A. The purpose of the vacancy selection process is to maintain a valid and fair selection process for vacant positions, lateral transfers and specialized assignments.
- B. Job placement, development, and advancement opportunities are afforded to all bargaining unit members.
- C. Whenever any vacancy occurs, the Sheriff or designee will determine how the position will be filled. Vacancies may be filled administratively at the discretion of the Sheriff.
- D. If the vacancy is not filled using a valid eligibility list or is not administratively filled or held in a vacant status, the vacancy shall be announced through email.



- E. The posting will include the assignment title, opening date, closing date, work location, minimum qualifications, and where to submit a memorandum of interest.
- F. Postings will be open for a period of no less than fourteen (14) days.
- G. A candidate must meet minimum requirements in order to be considered.
- H. Candidates who pass a selection process are placed on an eligibility list. Candidates will be listed in alphabetical order on the list. The eligibility list will be valid for up to twelve (12) months and posted on the BCSO intranet.
- I. Removal from an assignment is not a demotion. Removal from an assignment is a management prerogative. However, when requested, the Sheriff agrees to furnish the unit member reason(s) for involuntary removal from an assignment position. Assignments, the associated assignment pay, assigned vehicles and assigned or issued equipment are not employment property rights or entitlements. Unit members removed from assignment may grieve the decision in accordance with Article 6 of this Agreement, but only through step 3 of the grievance procedures.
- J. Selection Records Retention  
The Human Resources Manager will be responsible for the secure storage and maintenance of all selection related material.

## **Article 20**

### **Section C**

#### **HOLIDAY LEAVE**

##### **20.C.12 Suspension**

Disciplinary suspensions of twenty-four (24) hours or less, except for suspensions related to a criminal incident, shall not be imposed on a designated holiday.

**Article 20**

**Section E**

**BEREAVEMENT LEAVE**

- 20.E.03** In the event of the death of a unit member's immediate family member, the unit member may be granted up to forty (40) hours paid bereavement leave within a seven (7) day period coincident with the death and upon approval of supervision. This leave shall not be deducted from the unit member's accrued annual, holiday, sick leave, compensatory or emergency leave.
- 20.E.04** Proof of death and/or verification of relationship (i.e., newspaper obituary notice, death certificate, etc.) is required in order to approve bereavement leave.
- 20.E.05** If the employee does not utilize bereavement leave coincident with the death and requests bereavement leave to attend the funeral, memorial service or celebration of life, the unit member will be granted up to 24 hours of bereavement leave to attend, and if additional leave is required, use of annual or holiday leave may be granted. Total bereavement leave granted will not exceed forty (40) hours.
- 20.E.06** Any additional time needed for bereavement may be approved and charged to annual or holiday leave. This includes out-of-state trips for settlement of an estate.

**Article 20**

**Section H**

**EMERGENCY LEAVE**

- 20.H.01** Accrual of Emergency Leave and Emergency Condition Pay
- A. The Sheriff has the authority to declare emergency conditions. Additionally, it is the Sheriff's sole discretion to declare, terminate or otherwise revise the time period of the emergency conditions, based upon the nature and circumstances of the emergency.



- B. When an emergency condition has been declared by the Sheriff, where employees performing non-essential functions on a countywide basis are granted paid administrative leave by the Sheriff, those unit members required to work during the emergency conditions, in lieu of paid administrative leave, shall receive emergency leave for all hours worked (hour for hour basis). Emergency leave accrued for declared emergency conditions will be reflected on a different line on the unit member's pay stub and does not have a maximum level of accrual.
- C. In addition, unit members will be paid as follows: Unit members shall be paid at time and one-half for all hours worked during the declared emergency conditions, as established by the Sheriff.

**20.H.02** Unit members who are on a pre-approved leave or a regularly scheduled day off during the declared emergency period are not eligible for administrative or emergency leave. The Sheriff has the authority and discretion to withdraw previously approved leave during declared emergency conditions to ensure adequate and essential manpower allocations.

**20.H.03** The Sheriff or designee shall have the discretion to excuse a sworn unit member from working during the time frame the Sheriff has declared emergency conditions based on specific family situations or hardship. The affected unit member shall submit a memorandum through their immediate chain of command outlining the hardship and request the use of annual leave from working during the Sheriff's declared state of emergency. This must be approved in advance as having adequate manpower is essential for the safety of the citizens and those employees working. Some special family situations that may be considered:

- A. Both parents are sworn unit members and have young children at home.  
(In these occasions, one parent could work while the other stays with the children.)
- B. The unit member is caring for an elderly or handicapped person and no other person is available to ensure his or her safety and well-being.

- C. Single parent families where there is no other person to care for the unit member's children (to include families where one parent is in active military status stationed outside of Brevard County).
- D. Mission critical unit members may be excused by command-level supervisors due to special family situations or hardships during a declared emergency condition. Excused unit members shall be responsible and available for assignment availability within eight (8) hours post the declared emergency conditions as determined by the Sheriff or designee. Those unit members dismissed prior to an emergency shall be vigilant in their attempts to maintain contact with their respective supervisors to assess their responsibilities. Unit members will accomplish this by contacting their immediate supervisor directly. Failure to be available post declared emergency conditions may result in formal discipline up to including termination based upon sustained violations.

**Article 35**  
**PROMOTIONS**

**35.01** General

The Sheriff's Office shall provide unit members with a fair, competitive, and effective promotional process.

**35.02** Definitions (as used in this Article)

- A. Accredited College** –An organization recognized by both the Council for Higher Education (CHEA) and the US Department of Education (USDE).
- B. Break in Service** –When the member separates from the job class, the agency, or any unauthorized leave of absence.
- C. College Degree or Equivalent** –Graduation from an accredited community college or successful completion of 60 semester hours or 90 quarter hours and eligibility to receive an associate degree; provided however that to qualify as equivalent, a letter from the awarding accredited college shall be submitted to the agency stating that the hours completed by the deputy are



equivalent to a two-year degree and would qualify the deputy for a degree if the college had a two-year degree program.

- D. Correctional Promotional Scoresheet** – Form used by Human Resources and Career Development to record and tabulate points credited to Sergeant and Lieutenant candidates during the promotional testing process.
- E. Retired** – A unit member who has retired from the Brevard County Sheriff's Office under either the age or length of service provision of the Florida Retirement System.
- F. Specialty Unit** – As used in this Article, the term "specialty unit" shall mean those units specifically identified in Article 27 (27.04 (A) Assignment Pay) of the current Corrections Deputy and Corrections Supervisor Agreements.

### 35.03 Sergeant/Lieutenant Eligible Candidate

- A. A Sergeant candidate must have at least seven (7) years of service as a full time BCSO Corrections Deputy with no break in service, or at least five (5) years of service as a full-time BCSO Corrections Deputy with no break in service and a two (2) year or greater college degree or equivalent from an accredited college, or at least four (4) years of services as a full-time BCSO Corrections Deputy with no break in service and a four (4) year degree from an accredited college.
- B. A Lieutenant candidate is eligible for promotion if he or she meets one of the following:
  - 1. Must have five (5) years of service as a full-time BCSO Correctional Officer Sergeant with no break in service and a two (2) year or greater college degree or equivalent from an accredited college; or
  - 2. At least three (3) years of service as a full-time BCSO Corrections Deputy Sergeant with no break in service and at least a four (4) year or greater college degree from an accredited college; or
  - 3. At leave five (5) years of service as a full-time BCSO Corrections Deputy Sergeant with no break in service and written verification that he or she is currently enrolled in an accredited college in a two-year degree seeking program; provided, however, that lieutenant candidates meeting



this criteria and who successfully complete the promotional process and are placed on the eligibility list shall not be eligible for promotion until such time as he or she actually is conferred a degree or equivalent from an accredited college.

- C. Candidates who have received formal disciplinary actions resulting in a suspension or demotion six (6) months prior to the last day of the month in which the written exam is held are ineligible to participate.
- D. Unit members must meet all requirements by the last day of the month in which the exam is held.
- E. If there is a current internal investigation or disciplinary appeal pending, the candidate may take the exam. If the investigation or appeal is sustained and results in a suspension or demotion, the candidate will not be placed on the promotional list or be eligible for promotion.

#### **35.04 Promotional Provisions**

- A. No compensation shall be provided for any time spent participating as a candidate in the promotional process. Any activities relating to the promotional process are voluntary, such as studying for tests, taking tests, reviewing tests, preparing challenges, participating in the orientation, practicing or participating in the physical abilities assessment or firearm proficiency, etc. must be done on the unit member's own time. If any such promotional activities occur during the unit member's scheduled work time, the unit member must use approved leave time for such activities.
- B. A candidate's failure to participate in or complete any section or phase of the process will be considered to have voluntarily withdrawn from the entire promotional process and will not be placed on the eligibility list for promotional consideration.
- C. The following standards shall be applied to the promotional process for the classifications identified in Section 35.01:
  - 1. The Human Resources Manager or designee shall notify all eligible candidates through BCSO email for the promotional process forty-four (44) calendar days prior to the process. Each candidate then will be

- responsible for responding to the notification in writing, within fourteen (14) calendar days stating that they wish to participate in the process.
2. Thirty (30) calendar days prior to each promotional written examination, the BCSO shall provide eligible unit members a study guide and the date/time for the examination. Ten (10) calendar days prior to each promotional written examination, the BCSO shall offer eligible unit members a thirty (30) minute voluntary orientation. The BCSO shall also notify the unit members of methods of tests to be used, sources to be studied, and the weight of the test instruments to be used for developing the final score.
  3. The Sheriff and Association shall by joint agreement select a Test Liaison from the respective bargaining unit rank for the respective promotional process (classified sergeant for sergeant promotional process/classified lieutenant for lieutenant promotional process) to assist in the promotional process in contextual issues for questions, information gathering as needed for question construction, and serve as a subject matter expert on the environmental factors for the BCSO. The Sheriff or designee shall review the examination and process prior to administration for relevancy and accuracy.
  4. Candidates will be permitted to review a copy of their completed examination. The review period will be announced and scheduled following the administration of the examination and shall provide at least five (5) business days for unit members to complete this review. Candidates must file, in writing, any challenge concerning examination questions during the five (5) business day review period and direct such challenge to the Career Development Supervisor and Test Liaison. Note taking is permitted, however, no reproductions will be made during the review. Successful challenges will result in an adjustment in the scoring of the challenger and any other candidate that would have resulted in an adjustment. Any adjustments in scoring shall be made prior to publishing



the examination results and shall not be subject to review under the grievance procedure set forth in Article 6 of this Agreement.

**35.05 Correctional Sergeant / Correctional Lieutenant Promotions**

- A. The written exam shall be a technical knowledge test, supervisory in nature that measures job-related functions, responsibilities and information, such as agency policy & procedures, Florida Model Jail Standards, Jail Complex policy and procedures and contractual agreements. Exams may be subject to time limits. Exams shall have a minimum of fifty (50) questions in multiple-choice, true/false, or fill in the blank format. Exams may be all or in part open source. If the identification of a source is required to answer a test question correctly, the source shall be given in the body of the question, except in the case of an open resource exam.
  1. All unit members must pass the written exam with a score of 78 or better to continue in the process. Applicable Veteran's Promotional Preference augmented points will be applied to passing scores. The Human Resources Manager or designee will notify all unit members who participated in the written examination within three (3) business days of their score.
- B. Within seven (7) business days following the certification and publication of the written examination results, the Career Development Unit will complete the voluntary physical assessment and voluntary firearm proficiency, which are optional in phase 2 and defined below in 35.05 (C).
- C. Phase 2 of the promotional process is the tabulation of points from the Correctional Promotional Scoresheet, using the following methodology:
  1. Service Points: Service points are calculated on the successful completion of a year of service as indicated by the effective dates listed on the employee's personnel action forms. Total years are used to calculate points, which is the calculation of a combination of all years, regardless of any break in service not related to retirement. Service points are not prorated, rounded, averaged or calculated for partial years of service. (Example, the candidate has 10 years and 11 months of service.



The candidate will receive service points for 10 completed years of service.) Points will not be awarded for time spent in any Temporary Duty Assignment (TDY).

- a. Candidate receives .11 points for every year of service completed as a full-time BCSO corrections deputy with a maximum of 3 points. For candidates who are retired from the BCSO, years of service prior to retirement are not included.
  - b. Candidate receives .2 points for every year of service completed as a BCSO FDLE registered dual sworn deputy. Candidates shall not receive more than .8 points.
  - c. Candidate receives .2 points for every year completed in a specialty unit with a maximum of 3 points. The total is a combination of time including all dates of service in all specialty units, regardless of any breaks in assignment. For candidates who are retired from the BCSO, previous service in specialty units prior to retirement is not included.
  - d. Candidate receives .25 points for every year completed in the field training officer (FTO) and/or corporal assignment with a maximum of 3 points. The total is a combination of time including all dates of service in the FTO and/or corporal assignment, regardless of any breaks in FTO and/or corporal assignment service. For candidates who are retired from the BCSO, previous service in a FTO and/or corporal assignment prior to retirement is not included.
  - e. Candidates testing for Lieutenant will receive .2 points for every year completed in the rank of Corrections Sergeant with a maximum of 2 points. For candidates who are retired from the BCSO, previous service in the rank of Sergeant prior to retirement is not included.
2. Previous Corrections Experience
- Candidate receives .1 point for every year of previous service completed as a full-time corrections deputy/officer with another correctional agency. Candidates shall not receive more than one (1) total point.

3. Military Service Points

Candidates who are current military service members or who were a military service member that received an honorable or medical discharge receives .4 points.

4. Higher Education Points

Candidate receives a maximum of .2 points for an AA, AS, or AAS, a maximum of .6 points for BA or BS, or a maximum of 1 points for MA or MS, for the highest degree earned only.

5. Advanced FDLE Training Points

- a. Candidate receives .1 point for every 40 hours of CJSTC approved Advanced Training Courses, as designated in the FDLE CJSTC curriculum. Candidates may not receive more than .5 points.
- b. Sergeant candidates can receive an additional .2 points for the successful completion of Line Supervision.
- c. Lieutenant candidates can receive an additional .2 points each for the successful completion of Line Supervision and/or Middle Management.

6. Test Score Points

Candidate receives points equal to half (1/2) their written examination score. Applicable Veteran's Promotional Preference augmented points will be applied to passing scores

7. Optional Points

Candidates may receive additional points for scores received by participating in the voluntary physical abilities assessment and voluntary firearm proficiency. Candidates must submit a completed Physician's Clearance Form (CDU 17) prior to voluntarily participating in the physical abilities assessment. Any costs associated with the completion of CDU 17 is at the expense of the employee.

Possible points:

- PAT Time: Times of 3:59 and under will receive .5 points; time of 4:00 to 5:00 minutes will receive .25 points.

- Firearm Score: Scores of 39 to 40 will receive .5 points.
- D. Within two (2) business days after upon conclusion of the voluntary physical assessment and voluntary firearm proficiency testing, the Human Resources Manager or designee will supply each candidate with a Correctional Services Promotional Scoresheet identifying and showing points given as determined by the employee's official personnel and training files. Each candidate will have five (5) business days to review their scoresheet and provide the Human Resources Manager with any potential discrepancies. Within seven (7) business days, the Human Resources Manager or designee will review all potential discrepancies, respond to candidates with a final decision, and provide a corrected scoresheet if applicable.

### **35.06 Eligibility List**

- A. An eligibility list shall be created utilizing the candidate's overall point tabulation. Applicable Veteran's Promotional Preference augmented points will be applied to overall scores. The scores will be certified by the Sheriff or designee with the posting of the eligibility list and a notice to the participants. The posting and notice shall occur once the list has been certified. The list shall be in descending order starting with the highest scoring candidate. If there is a tie of total scores between candidates, the following criteria shall be utilized to break the tie, in order of priority:
1. Time within the classification;
  2. Time as a sworn corrections deputy;
  3. Written examination score;
  4. Coin flip.
- B. Promotional Selection Process: The Sheriff may fill a position using the top ten (10) candidates on the promotional eligibility list. The Sheriff may select any of the top ten (10) candidates for promotion for no stated reason.



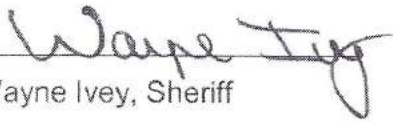
1. The Sheriff may pass over those not available, to the extent as provided by law.
  2. No candidate shall be passed over more than ten (10) times during a valid, certified promotional eligibility list as defined in Section 35.06(E). The passing over of a candidate as a result of compliance with F.S. 295.09 Promotion Preference is not considered a passover of an eligible candidate as defined in 35.06(A). Those candidates passed over do not include those candidates who have not met the educational requirement as set forth in Section 35.03(B)(3), those candidates who have voluntarily requested to be passed over as set forth in Section 35.06(C), those candidates passed over because they were unavailable as set forth in Section 35.06(B)(1), and/or those candidates who were demoted or suspended as set forth in Section 35.06(F).
  3. Any person who is passed over shall remain on the list in their current position, and the Sheriff shall, upon candidate's request, meet with the unit member to discuss the reasons why the unit member has been passed over.
- C. Any vacant position that is to be filled by a promotion shall be filled utilizing the promotional eligibility list valid at the time the vacancy occurred. Vacancies shall be filled within ninety (90) business days; provided, however, that the ninety (90) business day period may be suspended upon written declaration by the Sheriff to the Association that a financial emergency exists and the nature of the emergency. An eligible candidate may ask to be passed over for promotion if selected for promotion by the Sheriff during the valid eligibility list time period, without adverse effects or loss of position on the list.
- D. The Sheriff's promotional decision may not be appealed through the grievance procedure in this Agreement; provided, however, that any procedural violation in the promotional process or the Sheriff's decision to declare a financial emergency may be subject to grievance under Article 6 of this Agreement.

- E. The Eligibility List will be valid for twenty-four (24) months from the date of certification. The eligibility list will be considered expired when there are two (2) or less candidates on the list (as specifically related to the Lieutenant process, a candidate who has not met the educational requirement as set forth in Section 35.03(B)(3) shall not be included in this calculation),. However, the Sheriff reserves the right to promote a remaining candidate from the list during the interim period of creating and certifying a new eligibility list.
- F. Any unit member on the eligibility list who is suspended without pay or demoted will no longer be eligible for consideration for the duration of the promotional list.
- G. Once a list has expired under the terms of Section 35.06(E), the Sheriff will have one year to begin the promotional process in order to establish a new eligibility list.
- H. For the purposes of 35.06(B), the selection process will be effective for all existing certified promotional eligibility lists.

**35.07 Promotional Process Records Retention**

The promotional process records to include data used to monitor and evaluate adverse impact will be maintained on file within the Human Resources Unit. All materials, when not in use, will be stored in a secure area. The Human Resources Manager will be responsible for the storage and maintenance of all related material.

All other provisions of the current Collective Bargaining Agreement between the parties will remain unchanged. All provisions in the Collective Bargaining Agreement that was ratified on December 19, 2018 will be effective on July 1, 2019, unless otherwise modified by Memorandum of Understanding (MOU).

  
Wayne Ivey, Sheriff  
Brevard County Sheriff's Office

  
Al Boettjer  
Lead Negotiator for CFPBA

12/28/18  
Date

12/28/18  
Date

  
Wayne Helsby  
Lead Negotiator for Sheriff

1/2/19  
Date



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This Memorandum of Understanding is entered into and between the Brevard County Sheriff's Office (herein referred to as "BCSO") and the Coastal Florida Police Benevolent Association, Inc. (hereafter referred to as "CFPBA") on behalf of sworn employees (PERC Certification Number 1555). The purpose of this MOU is to modify and replace Article 27 - Wages contained in the Collective Bargaining Agreement that was ratified on December 19, 2018, and shall become effective on July 1, 2019.

**27.01 Step Increases**

- A. Subject to approved funding by the Board of County Commissioners, for Fiscal Year 2019-2020, on February 8, 2020, unit members will be placed in a step in the Salary Step Plan according to their years of service and will receive the salary in accordance with the Salary Step Plan as provided in Appendix C. Each member who is in the top step of their respective step plan will receive a Lump Sum Payment in Lieu of a Step Increase in accordance with Section 27.02 of this Article.
- B. Subject to approved funding by the Board of County Commissioners, for Fiscal Year 2020-2021, on February 6, 2021, unit members will advance one step in the Salary Step Plan and will receive the salary in accordance with the Salary Step Plan as provided in Appendix C.
  - 1. For those unit members with less than twelve (12) months continuous service in the job class, each unit member will advance one (1) step in their respective Step Plan on the first full pay period beginning after the completion of twelve (12) months continuous service in the job class.

2. Each unit member who is in the top step of their respective step plan will receive a Lump Sum Payment in Lieu of a Step Increase in accordance with Section 27.02 of this Article.
- C. Subject to approved funding by the Board of County Commissioners, for Fiscal Year 2021-2022, on February 5, 2022, unit members will advance one step in the Salary Step Plan and will receive the salary in accordance with the Salary Step Plan as provided in Appendix C.
1. For those unit members with less than twelve (12) months continuous service in the job class, each unit member will advance one (1) step in their respective Step Plan on the first full pay period beginning after the completion of twelve (12) months continuous service in the job class.
  2. Each unit member who is in the top step of the respective step plan will receive a Lump Sum Payment in Lieu of a Step Increase in accordance with Section 27.02 of this Article.

**27.02 Lump Sum Payment in Lieu of a Step Increase**

Lump sum payments in lieu of a step increase will be made according to the following:

Sergeant: \$1,700.00

Lieutenant: \$1,800.00

**27.03 Shift Differential Pay**

Subject to approved funding by the Board of County Commissioners, on October 5, 2019, the following 12-hour shift differential pay will be implemented:

- A. Unit members who work a permanent 12-hour day shift schedule shall receive a \$0.50 per hour increase above the base rate of pay for their respective step. A permanent 12-hour day shift assignment is defined as a shift of 0600 hours to 1815 hours on each work day of the pay period.
- B. Unit members who work a permanent 12-hour midnight shift schedule shall receive a \$0.75 per hour increase above the base rate of pay for their

respective step. A permanent 12-hour midnight shift assignment is defined as a shift of 1800 hours to 0615 hours on each work day of the pay period.

- C. Only unit members performing Correctional Sergeant/Lieutenant function are eligible for 12-hour Shift Differential Pay.
- D. Unit members working an alternate or adjusted duty schedule where the schedule is not a permanent 12-hour shift shall not receive shift differential pay.
- E. For the purpose of this Article, Shift Differential Pay is treated as an Assignment Pay, referring to the extra compensation unit members receive for being assigned to work a permanent 12-hour shift as specifically defined within this Article. Transfer from a permanent 12-hour shift, which results in the removal of Shift Differential Pay is not a demotion.

**27.04 Assignment Pay, Career Incentive Course Pay and Education Pay**

- A. Any unit member who has been placed in a specialized assignment will receive an assignment pay, to be paid per pay period, while performing duties for the specialized unit. All unit members will be limited to two (2) assignments. In special circumstances, the Sheriff may consider and authorize additional assignments. Any decision by the Sheriff to appoint unit members to assignments, or to remove unit members from assignments and thereby lose their assignment pay, shall be at the Sheriff's sole discretion and not be subject to the grievance procedures contained in this Agreement. Assignments, associated assignment pay, assignment vehicles and assignment equipment are not employment property rights or entitlements. The assignment pay will be provided in accordance with the following schedule and shall begin on February 23, 2019:

Dive Team	\$50.00 bi-weekly
Honor Guard	\$50.00 bi-weekly
Corrections Response Team (CRT)	\$50.00 bi-weekly
K-9 Unit	\$50.00 bi-weekly



Career Development Supervisor	\$50.00 bi-weekly
Transportation Supervisor	\$32.70 bi-weekly

B. The current pay for career incentive courses and education will continue as outlined in FS 943.22, except as provided herein. Supporting documentation must be provided in order to receive payment for courses and educational degrees. A certificate showing completion of the approved career incentive courses and an official transcript showing the type of degree and the date the degree was awarded are considered supporting documentation. Payment for career incentive courses and degrees consist of the following:

Type of Salary Incentive/Training      Maximum Payment Per Month

Basic/Recruit Training	\$25 (Certified prior to 07/01/80)
Career/Advanced Training Courses	\$120 maximum (without a degree)

Education

- Two Year Degree      \$30/month
- Four Year Degree      \$80/month (\$30 plus \$50)
- Graduate Degree (Master)      \$100/month (\$30 plus \$50 plus \$20)
- Combination Education and Training      \$150 maximum

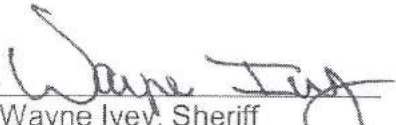
**27.05 Demotions/Reclassifications**

A. Unit members who are demoted or reclassified to a lower rank will be placed into the corresponding step of their new rank based on the years of service in that rank or above with the applicable increase or decrease to salary. Unit members will receive credit for all years of service with BCSO for that rank and higher ranks to include command/exempt ranks. This provision will not apply to those who have retired, resigned or otherwise separated from the agency and are seeking reemployment with the agency.

**27.07** All future wage increases of any nature, including step increases, shift differential, assignments, adjustments, increases upon completion of 12 months continuous service in job class, agency-wide wage increases and/or Lump Sum Payments in Lieu of a Step Increase beyond September 30, 2022, shall be subject to

negotiations by the parties and subject to Board of County Commissioner approved funding.

All other provisions of the Collective Bargaining Agreement between the parties will remain unchanged, unless otherwise modified by Memorandum of Understanding (MOU).

  
Wayne Ivey, Sheriff  
Brevard County Sheriff's Office

12/28/18  
Date

  
Al Boettjer  
Lead Negotiator for CFPBA

12/28/18  
Date

  
Wayne Helsby  
Lead Negotiator for Sheriff

1/2/19  
Date

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## **AGREEMENT**

THIS AGREEMENT is between the SHERIFF OF BREVARD COUNTY (hereinafter referred to as the "Sheriff", "BCSO" or "Agency"); and the COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.; (hereinafter referred to as the "Association" or "PBA") representing the employees in the bargaining units certified by the Public Employees Relations Commission as Certification Number 1555. As used in this Agreement, the terms "Agency or BCSO" shall mean the Brevard County Sheriff's Office.

## **PREAMBLE**

WHEREAS, it is recognized by the parties hereto that the declared public policy of the Sheriff and the purpose of Florida Statutes (FS), Chapter 447, Part II, is to provide statutory implementation of the Constitution of the State of Florida, Article I, Section 6, and to promote harmonious and cooperative relationships between the Sheriff and his employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the Sheriff; and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

**Article 1**  
**RECOGNITION**

- 1.01** The Sheriff hereby recognizes the Coastal Florida Police Benevolent Association, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the bargaining units for which this recognition is accorded as defined in the Certification issued by the Florida Public Employees Relations Commission, Certification Number 1555.
- 1.02** This Agreement includes all full-time employees in the classifications and positions listed in Appendix A of the Agreement.
- 1.03** The Sheriff will not be called upon to recognize the Association as a bargaining agent for any of the BCSO's employees other than those included in the certified units set forth above, in the absence of a new certification by the Florida Public Employees Relations Commission (PERC). Clarifications of and amendments to the bargaining units as defined above shall be by mutual consent of the Sheriff and the Association, or in the case of a dispute, by determination of PERC.



**Article 2**  
GENDER REFERENCE

**2.01** All references in this Agreement to unit members of the male gender are used for convenience only and shall be construed to include both male and female unit members.

**Article 3**  
**DUES CHECKOFF**

**3.01 Deductions**

- A. During the term of this Agreement, the Sheriff agrees to deduct Association membership dues and other authorized deductions, if any, in an amount established by the Association and certified in writing by the President of the Coastal Florida Police Benevolent Association or his designee from the pay of those employees in the bargaining units with the PERC Certification Number 1555, who individually make such request on a written authorization form provided by the Association (Appendix B). The Sheriff will make such deductions when other payroll deductions are made and will begin in the first full pay period following receipt of the authorization by the Sheriff.
- B. The Association shall advise the Sheriff of any increase in dues in writing at least thirty (30) days prior to its effective date.
- C. This Article applies only to the deduction of membership dues and other authorized deductions, if any, and shall not allow the deduction of any Association fines, penalties, or special assessments.
- D. The Sheriff shall not provide dues deductions for any other labor organization.

**3.02 Remittance**

Deductions of dues and other authorized deductions, if any, shall be remitted by the Sheriff on a biweekly cycle respective for the appropriate bargaining unit PERC certification number to the President of the Coastal Florida Police Benevolent Association, or designee. After each pay a spreadsheet with unit member number, name and deduction amount will be provided via email to the PBA.

**3.03 Insufficient Pay for Deduction**

In the event a unit member's salary earnings within any pay period, after deductions for withholding, social security, health insurance, and other priority deductions, are not sufficient to cover dues and any authorized deductions, it will be the responsibility of the Association to collect its dues and authorized deductions for that pay period directly from the unit member.

**3.04 Termination of Deduction**

Deductions for Association dues and/or authorized deductions shall continue until either: (A) revoked by the unit member by providing the Sheriff and the Association with thirty (30) days written notice that he is terminating the prior authorization; (B) revoked pursuant to FS Section 447.507; or (C) termination of employment.

**3.05 Indemnification**

The Association shall indemnify, defend and hold the Sheriff, its officers, officials, agents and employees, harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Sheriff, its officials, agents, and employees in complying with this Article. The Association shall promptly refund to the Sheriff any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments, which the Sheriff has agreed to deduct.

**3.06 Dues Check Off Authorization Form**

- A. The Authorization To Deduct Form (Appendix B) or as amended by the Association not inconsistent with the terms of this Agreement, shall be the only form used by unit members who wish to initiate dues deduction and shall contain all the information required by the form prior to submission to the Sheriff. Any change in this form will not affect deductions authorized by forms to which the parties have previously agreed.
- B. The Sheriff shall not be required to process authorization forms that are: (1) not properly or completely filled out; (2) postdated; or (3) submitted to the Sheriff more than sixty (60) days following the date of the unit member's signature.



## **Article 4**

### **NO DISCRIMINATION**

- 4.01** The Sheriff and the Association agree that neither party will discriminate or interfere whatsoever with the right of any unit member covered by this Agreement to belong or not belong to the Association. No bargaining unit member will be discriminated against by the BCSO for engaging in authorized or protected activity, on behalf of the Association.
- 4.02** No unit member will be discriminated against on the basis of age, race, creed, color, national origin, sex, disability, marital status, religion, or sexual orientation. However, the parties also recognize that the Sheriff has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by the State of Florida and the federal government.
- 4.03** Accordingly, it is agreed that allegations of employment discrimination prohibited by this Article shall be processed either through the Sheriff's internal procedure, or in accordance with state or federal law, and cannot be processed through the contractual grievance procedure.

## **Article 5**

### **EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES**

#### **5.01 Representation**

- A. Association Unit Representatives - For employees within the bargaining unit recognized under PERC certification number 1555, the Association shall select no more than two (2) Association Unit Representatives to represent the respective bargaining unit who shall be authorized to act on behalf of the Association.
- B. No more than one Representative shall appear with a unit member during a grievance meeting at any one time.
- C. Association Unit Representative or bargaining unit member collective bargaining activities shall be conducted during an off-duty status, or approved leave time only, absent of extraordinary or critical circumstances.
- D. Instances of extraordinary or critical circumstances shall be Association authorized and brought to the attention of the unit representative's command-level supervisor, outlining the nature of the circumstance prior to any action taken.
- E. Association Staff Representative(s) shall be full or part time paid staff representatives of the Association, and not employees of the BCSO.
- F. The Association shall furnish to the Human Resources Manager an up-to-date listing of the Association Unit Representatives, Association Staff Representatives and Association Officers on January of each year or as changes occur. The BCSO shall have no obligation to recognize individuals who are not on the lists furnished to the Human Resources Manager as representatives of the Association. Where Association representation is requested by a unit member, the representative shall be a person(s) on the lists provided by the Association.

#### **5.02 Representative Access**

- A. The Sheriff agrees that designated Association Staff Representatives shall have reasonable access to the premises of the Sheriff that are accessible to the general public. If any area of the Sheriff's premises is restricted from the

general public, and an Association Staff Representative desires access to such restricted area, notification of the meeting and permission to enter must be requested from the respective command-level supervisor or designee. Such permission will not be unreasonably denied. Such access shall be during the normal working hours of the unit member being assisted, absent extraordinary or critical circumstances, and shall be restricted to matters related to the application of this Agreement.

- B. When a unit member is involved in a critical incident and requests the assistance of the Association, the BCSO will allow the unit member to contact the Association, Association Staff Representatives or Association Unit Representatives for assistance and representation. Permission for immediate access to unit members must be requested from a command-level supervisor or other senior ranking manager at the scene and shall not be unreasonably denied.
- C. For purposes of this section, a critical incident is defined to include: a traffic crash involving serious injury, the death or serious injury of an arrestee or detainee, the discharge of a weapon by a unit member and/or any other serious incident, which requires the dispatching of Staff Services' personnel for an administrative investigation of a unit member's action.

### **5.03 Labor Management Consultation**

- A. There may be a Labor Management Committee established. The committee members shall consist of the following: 1) One Association representative from each of the four bargaining units (Corrections and Law Enforcement) as designated by the Association; 2) One Association representative from the Agency's civilian bargaining unit as designated by the Association; 3) Five representatives from the Agency as designated by the Sheriff; and 4) One representative from the Agency's Human Resources Unit as designated by the Sheriff.
- B. The sole purpose of this Committee shall be to meet and confer concerning problems relating to employee relations, policies/procedures, equipment and safety issues affecting unit members, which may from time to time arise in the BCSO, and to make recommendations to the Sheriff concerning such issues; provided, however, that the Committee shall not engage in collective bargaining or the resolution of grievances.

- C. The Committee shall determine its own rules of operation. Should the meetings occur during a participant's work hours, attendance and reasonable travel time shall be deemed time worked.

#### **5.04 BCSO Intranet**

- A. The Sheriff agrees to allow the Association to post notices on the BCSO intranet. The use of the BCSO intranet is limited to the following notices:
  - 1. Recreation and social affairs of the Association,
  - 2. Association meetings,
  - 3. Reports of Association committees,
  - 4. Association benefit programs,
  - 5. Current Association contract,
  - 6. Training and educational opportunities,
  - 7. Notice and announcement of internal Association elections, and
  - 8. Other materials pertaining to the welfare of Association members, excluding election or campaign materials of any type or kind.
- B. Notices posted on the BCSO intranet shall not contain anything reflecting adversely on the BCSO, or any of its officers or employees, nor shall any posted material violate or have the effect of violating any law, policy, or regulation. All material posting requests require the Human Resources Manager's authorization. If a posting is rejected by the Human Resources Manager, notice will be provided to the Sheriff and Association within ten (10) days. The Sheriff shall not provide Agency intranet capabilities for any other labor organization.
- C. Notices posted must be dated and bear the name of the Association's authorized representative.

#### **5.05 Electronic Mail**

- A. Unit representatives shall be allowed use of the BCSO electronic mail system to distribute association approved mass communication to members relating to the Association. All communications will be coordinated through the Sheriff or his designee.
- B. No bargaining unit member is authorized to conduct association business using the BCSO electronic mail system.
- C. The Sheriff shall not provide Agency electronic mail capabilities for any other labor organization.



## **5.06 BCSO Resources BCSO Resources**

No unit member is authorized to conduct association or collective bargaining business using BCSO resources to include, but not limited to, time, vehicles, or equipment.

## **5.07 Employee Lists**

- A. Upon request of a designated Association Staff Representative, the Sheriff will provide the Association with an electronic list giving the name, work address on file, job title, department, hourly rate, job class seniority date and hire date, for each member in the bargaining unit. The Sheriff shall be obligated to furnish such information at no cost to the Association on a quarterly basis only.
- B. A roster of unit members will be provided each month in order to promptly notify the Association when a unit member leaves the bargaining unit or separates from agency and reason for separation.

## **5.08 Documents (Policy, Procedures and Special Orders)**

- A. All policies and procedures governing BCSO employees shall be kept in a format accessible to all employees.
- B. The Sheriff will provide the Association with revisions made to Policies/Procedures that relate to this agreement. The Association may give comments and/or recommendations on the subject within ten (10) working days (Monday through Friday) from the date submitted.
- C. It is further recognized that there may be situations where the Sheriff deems it appropriate to take immediate action regarding Policies/Procedures that relate to this Agreement. In those instances, the Association will be notified after the fact and may then respond if an adjustment is recommended.
- D. The Sheriff will give serious consideration to the Association's comments and/or recommendations.
- E. Failure by the BCSO to comply with this provision shall be grievable in accordance with the provisions of Article 6 of this Agreement.
- F. Policy revisions(s) that impact wages or terms and conditions of employment are subject to impact bargaining provided the Association makes a lawful and

proper request within ten (10) calendar days after the Association is notified of the revision(s).

#### **5.09 Negotiations**

- A. The Association may designate certain unit members to serve as its Negotiation Committee. The Association's Negotiation Committee for the bargaining unit recognized under PERC certification number 1555 may consist of up to three (3) members. Time spent in actual negotiation sessions by the Negotiation Committee unit members only, excluding preparation time, shall be considered as time worked, when the negotiations are held during the Negotiation Committee unit member's regular working hours. The Association must notify the Human Resources Manager of the designated unit member(s) prior to the initiation of negotiation sessions. All other employees who are not members of the Bargaining Unit Negotiation Team, wanting to attend the negotiation session, must attend on approved leave or on a regular day off.
- B. The selection of any unit member for actual negotiations shall not unduly hamper the operations of the work unit. Absence of representatives from a specific precinct or unit shall not negatively impact staffing levels established under minimum manpower standards.

#### **5.10 PBA Business**

- A. At the request of the Association, for those unit members recognized under PERC certification number 1555, during the second full pay period in January of each calendar year, three (3) hours of annual leave shall be transferred from the annual leave balance of each dues paying unit member to an Association Unit Leave Bank to be utilized as set forth in this Article of the Agreement.
- B. Association leave shall be treated as all other approved leaves and shall not be counted for purposes of calculating overtime under this Agreement.
- C. Association Officers and Representatives who are members of the bargaining unit, shall request time off utilizing Association leave time for the purpose of conducting Association business, including but not limited to: grievance, disciplinary matters, member questions and internal affairs investigations, attending County Commission meetings regarding BCSO budgeting and new

- approved position issues, attending County Board meetings, attending State Association conventions and Association board meetings.
- D. A Bargaining Unit Representative shall certify that Association leave requested is for Association business. Such requests shall be denied if operational needs so require.
  - E. In the event an Association representative participates in lobbying at the request of, and on behalf of the Sheriff, administrative leave shall be utilized rather than Association Leave.
  - F. The selection of any unit member for Association leave shall not unduly hamper the operations of the work unit. Absence of representatives from a specific precinct or unit shall not negatively impact staffing levels established under minimum manpower standards.
  - G. The Association shall be provided a copy of the Association unit leave bank balance and member Association leave use on a quarterly basis at no cost to the Association. Unit representatives are authorized to use their BCSO assigned vehicle (if a vehicle is assigned) to attend Association business within Brevard County only.
  - H. The Association shall share in any cost associated with initial or future modifications or upgrades as needed to the payroll system to accommodate the Association leave bank up to a maximum of \$2,500.
  - I. The Association shall be notified of new employee orientation sessions to allow an Association Staff Representative the ability to respond and provide a copy of the current Collective Bargaining Agreement as provided by the Association.

## Article 6

### GRIEVANCE AND ARBITRATION PROCEDURE

**6.01** It is the policy of the Sheriff and the Association to encourage informal discussions between management and unit members to discuss performance based issues as well as employment related concerns or complaints. Such discussions should be held with the intention of reaching an understanding, in an attempt to resolve the matter in a manner satisfactory to the unit member and BCSO, without need for recourse to initiate the formal grievance procedure prescribed by this Article.

**6.02** Definitions (as used in this Article)

- A. **Appeal** - shall mean a formal written request submitted by a Classified Service employee for review by the Civil Service Board of disciplinary actions involving suspensions without pay, demotions or disciplinary dismissals consistent with the Civil Service Act.
- B. **Association Unit Representative** - shall mean a bargaining unit member who has been identified as a representative for the respective unit by the Association. The Association shall notify the Sheriff's Human Resources Manager of all unit representatives.
- C. **Chief Officer** - shall mean the Chief Deputy or Chief.
- D. **Command-level Supervisor** - shall mean in ranking order, the Chief Deputy, Chief, Commander, Major, Chief Financial Officer, or Manager, whichever is within the unit member's chain of command.
- E. **Days** - shall mean calendar days. However, if the last day of any time limit specified herein falls on a holiday or weekend, the time limit shall extend until the end of the next business day.
- F. **Employee** - shall mean a unit member, a group of such unit members having the same grievance, or the Association. In the case of a group of unit members, one shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.
- G. **Grievance** - shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement.

**6.03** Election Remedy and Representation



- A. When the unit member has elected Association representation, both the unit member and the Association Representative shall be notified of any meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the unit member and the Association Representative, and any decision mutually agreed to by the Sheriff and the Association shall be binding on the unit member.
- B. If the Association does not represent the unit member, any adjustment of the grievance shall be consistent with the terms of this Collective Bargaining Agreement. The Association shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. A unit member using this procedure in the processing of a grievance will be bound by the procedure established by the parties to this Agreement.
- C. The unit member shall have a right to file a Contract Grievance or a Civil Service Appeal over a formal discipline issue. At the time of filing an appeal or grievance in response to a disciplinary action, the unit member shall declare which procedural process they are filing under. A unit member may not switch appeal forums once the grievance has been filed.

#### **6.04** Procedures

- A. Unit member grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.
- B. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- C. Except for suspensions, the filing or pending status of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the Sheriff to take disciplinary action on a unit member; subject, however, to the final disposition of the grievance.
- D. Suspensions shall not be imposed until the final disposition of the appeal, grievance and/or arbitration.
- E. The unit member shall provide notice to the Sheriff or designee, of his intention to appeal or grieve a suspension within ten (10) days of the receipt of the final action. The unit member's failure to do so shall permit the Sheriff to immediately proceed with the suspension. The unit member can waive

their intent to appeal or grieve a suspension to allow the Sheriff to immediately proceed with the suspension

- F. Formal disciplinary action shall not be imposed until the unit member and/or Association representative is afforded the opportunity of a pre-deprivation/pre-termination hearing with the Sheriff or his designee for the purpose of presenting mitigating circumstances and/or facts not previously presented. The unit member can waive a pre-deprivation/pre-termination hearing.
- G. If a grievance meeting is held during working hours, or requires reasonable travel time of any required participating unit member, such unit member shall be excused from duty without loss of pay for that purpose. Attendance of grievance meetings outside of regular working hours shall not be deemed as compensable time.
- H. In crafting a decision that would result in a rejection or partial rejection of the grievance filed and/or the remedy sought, management shall also include in its written decision, the reason(s) for the rejection or partial rejection, that form the rationale for the rejection. Said statement must be included in every step decision where the grievance has not been granted.
- I. Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance in more than one step.

**6.05** Informal Grievance Procedure - Oral Discussion

- A. A unit member or Association Representative having a grievance may, within five (5) days following the occurrence of the event giving rise to the grievance, present the grievance orally to their respective supervisor for informal discussion, and the supervisor shall make every effort to resolve the grievance promptly.
- B. If the grievance is not resolved by such informal discussion, the unit member or Association Representative may, within five (5) days after the date of that discussion, submit a formal grievance as outlined in Step One of the grievance procedure.

**6.06** Formal Grievance Procedure

- A. Step One
  - 1. In filing a grievance at Step One, the unit member or his designated representative shall; if there has not been an oral discussion grievance,

submit the grievance to their command-level supervisor, within ten (10) days following the occurrence of the event giving rise to the grievance, or five (5) days after the unresolved conclusion of an oral discussion grievance.

2. The Step One grievance will be on a grievance form setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.
3. The command-level supervisor shall meet with the unit member and his Association Representative, if any, within five (5) days of receiving the grievance.
4. The command-level supervisor will provide a written decision to the unit member and to the Association Representative, if any, within five (5) days following receipt of the grievance memorandum.
5. In crafting a decision that would result in a rejection or partial rejection of the grievance filed and/or the remedy sought, management shall also include in its written decision, the reason(s) for the rejection or partial rejection, that form the rationale for the rejection.

#### B. Step Two

1. If the grievance is not resolved at Step One, the unit member or his designated Association Representative may submit a Step Two grievance in writing in accordance with his chain of command to the Chief Officer within five (5) days after receipt of the Step One decision.
2. The Step Two grievance must contain the same information as presented in the Step One grievance form.
3. When the grievance is eligible for initiation at Step Two, the grievance memorandum must be submitted within ten (10) days of the occurrence giving rise to the grievance.
4. The Chief Officer, or his designee, shall, within seven (7) days of receiving the grievance meet with the unit member, and/or with an Association Staff Representative, at the unit member's option, to discuss the grievance.
5. The Chief Officer, or his designee shall communicate a decision in writing to the unit member and to the Association Staff Representative within seven (7) days following receipt of the Step Two grievance form.

6. In crafting a decision that would result in a rejection or partial rejection of the grievance filed and/or the remedy sought, management shall also include in its written decision, the reason(s) for the rejection or partial rejection, that form the rationale for the rejection.
7. The time frames may be extended if the Chief Officer is out of town during the seven (7) day window.

C. Step Three

1. If the grievance is not resolved at Step Two, the unit member or his designated Association Representative may submit a Step Three grievance in writing to the Sheriff within five (5) days after receipt of the Step Two decision.
2. The Step Three grievance must present the same information as submitted in the Step Two grievance form.
3. When the grievance is eligible for initiation at Step Three, the grievance form must be submitted within ten (10) days of the occurrence giving rise to the grievance.
4. The Sheriff shall meet with the unit member, within ten (10) days of receiving the grievance, and/or with an Association Staff Representative, at the unit member's option, to discuss the grievance.
5. The Sheriff or his designee shall communicate a decision in writing to the unit member and to the Association Staff Representative within ten (10) days of the Step Three grievance meeting.
6. In crafting a decision that would result in a rejection or partial rejection of the grievance filed and/or the remedy sought, management shall also include in its written decision, the reason(s) for the rejection or partial rejection, that form the rationale for the rejection.
7. The time frames may be extended if the Sheriff is out of town during the ten (10) day window.

**6.07** Arbitration

- A. If the grievance is not resolved during Step Three of the grievance procedure, the Association shall notify the Sheriff in writing within ten (10) days after receipt of the Step Three decision of the Association's intent to bring the grievance to arbitration.



- B. The arbitration procedure is the sole and exclusive right of the Association. As such, no bargaining unit member shall be authorized to proceed to arbitration without the written authorization of the Association. If the Association permits the unit member to proceed to arbitration without Association representation, the unit member shall be responsible for notifying the Sheriff in writing of their intent to bring the grievance to arbitration within ten (10) days after the receipt of the Step Three decision.
- C. Unit members proceeding without Association representation shall be required to post a bond in escrow with the Sheriff in an amount calculated to cover the cost of arbitration in the event that the unit member is assessed a portion of the cost associated to the arbitration, and in no event will the bond amount be assessed less than \$10,000.00. The bond shall be posted no later than ten (10) days following notice of the Arbitration. Any failure by the unit member to post a bond in escrow with the Sheriff within the noted ten (10) day time period shall be considered a voluntary waiver and withdrawal of the Arbitration.
- D. The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) for the selection of arbitrators. FMCS will provide a list of seven (7) arbitrators for each grievance from which the Association and/or unit member and the Sheriff will mutually select one (1) arbitrator. If a mutual agreement is not reached, the parties shall alternately strike from the list until one remains. The party to strike first shall be determined by the flip of a coin. The parties agree to require FMCS to limit the proposed list of arbitrators with Florida addresses only. Each party may request one new list.
- E. The parties may, by mutual agreement in writing submit related grievances for hearing before the same arbitrator.
- F. Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held at the Sheriff's Administrative Office; however, selection of the site shall take into account the availability of evidence, location of witnesses, and the existence of the appropriate facilities.
- G. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with the jurisdiction and authority

established under this Agreement and the provisions of Chapter 682, Florida Statutes.

- H. The decision shall be final and binding on the Sheriff, the Association, the grievant(s), and the unit members.
- I. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:
  - 1. The arbitrator shall issue a decision, no later than thirty (30) days from the date of the closing of the arbitration hearing or the submission of briefs, whichever is later.
  - 2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
  - 3. The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issue(s) submitted.
  - 4. The arbitrator shall limit the decision strictly to the application and interpretation of the specific provisions of this Agreement.
  - 5. The arbitrator shall be without power or authority to make any decisions:
    - a. Contrary to, or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules and regulations having the force and effect of law.
    - b. Limiting or interfering in any way with the powers, duties and responsibilities of the Sheriff under the Florida State Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement.
  - 6. The arbitrator's award may include back pay to the grievant(s) or reimbursement to the Sheriff.
  - 7. The reasonable fees and expenses of the arbitrator shall be borne by the losing party as determined by the arbitrator; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorney(s) and witnesses.

8. The Association will not be responsible for costs of an arbitration to which it was not a party.
9. The parties shall have the option at the conclusion of the arbitration hearing, to give a closing argument or file a post-hearing brief, but not both.

#### **6.08 Time Limits**

- A. Failure to initiate a grievance within the time limits outlined within this Article shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be deemed a violation of this Article and shall automatically advance the grievance to the next step.
- C. The number of days indicated at each step should be considered a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.
- D. Claims of either an untimely filing or untimely appeal shall be made at the step in question.
- E. The Sheriff and Association may, by mutual written agreement, extend the time limits for filing or answering a grievance.
- F. A grievance submitted by a unit member, within ten (10) days of the event giving rise to the grievance, that is incomplete because of minor deficiencies in form shall be returned one time to the unit member for correction without prejudice. The unit member must submit a corrected form within twenty-four (24) hours of its return, or the grievance will be considered waived and withdrawn.

#### **6.09 Exceptions**

All grievances will be presented at the initial step with the following exceptions:

1. If a grievance arises from the action of the Step One management representative, the grievance shall be initiated at Step Two by submitting a grievance form as set forth in Step One within ten (10) days following the event giving rise to the grievance.

2. The Association shall have the right to bring a class action grievance on behalf of unit members in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against a unit member. The Association's election to proceed under this Article shall not preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step Two of this procedure, in accordance with the provisions set forth herein, within ten (10) days of the occurrence of the event giving rise to the grievance.
3. Grievances to disciplinary actions made by the Sheriff shall be initiated at Step 3 in accordance with the Step grievance procedures.



## Article 7

### INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

#### 7.01 Internal Investigations

- A. The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the Sheriff has the right to expect that law enforcement personnel, regardless of rank or assignment, adhere to a professional standard of conduct. Since internal or administrative investigations may be undertaken to inquire into complaints of law enforcement misconduct, the Sheriff reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel.
- B. In the course of any internal or administrative investigation, the investigative methods employed will be consistent with the law. When the subject unit member of an administrative investigation is a sworn corrections officer the investigative procedures will be in accordance with FS Sections 112.531-535.
- C. The procedures provided for in this Article shall not apply to criminal investigations conducted by the Sheriff. A sworn unit member who is about to be interrogated and is the subject of a criminal investigation shall be so advised and given his Miranda Warning. Such unit member shall enjoy and exercise the rights available to all citizens subject to such an investigation without fear of discipline for exercise of such rights.

#### 7.02 Investigation Procedures

- A. A disciplinary investigation shall only be initiated by a complaint taken under oath in accordance with FS Section 117.10, or from a supervisor of the Brevard County Sheriff's Office against a unit member.
- B. Where a formal statement (other than required incident reports, control of person reports, discharge of firearms reports, arrest reports, employee injury/damaged property reports, or any normally required reports) is elicited from the unit member, the interrogation shall be conducted under the following conditions.
- C. For the purpose of this section the definition of interrogation shall be defined as referring to a meeting involving an investigation of an allegation against a unit member with respect to an incident or complaint in which the unit

member reasonably believes that information to be obtained at the meeting could lead to a suspension, demotion or termination of the unit member.

- D. For the purpose of this Article, the terms interrogation and interview are interchangeable as they relate to the unit member under investigation.
- E. For the purpose of this Article, the terms internal or administrative investigations are interchangeable as they relate to the unit member under investigation.
- F. The interrogation shall be conducted at a reasonable hour, preferably while the unit member is on duty, unless the seriousness of the investigation is of such degree immediate action is required. If a unit member is off duty at the time of the interrogation, the time shall be considered time worked. If it occurs while on duty, the unit member's commanding officer shall be notified of the interrogation.
- G. The interrogation shall normally take place at the Staff Services Office. The unit member shall be informed of the rank, name and command of the officer-in-charge of the investigation, the interrogating parties, and all persons present during the interrogation. All questions directed at the unit member shall be asked by and through only one interrogator during one investigative interrogation, unless specifically waived by the unit member under investigation.
- H. All questions shall be specifically, directly, and narrowly related to the nature of the investigation. Hypothetical questions may be asked during an interrogation; provided however that the unit member being interrogated, prior to being asked a hypothetical question, shall be informed that he is not required to answer a hypothetical question, and he shall not be in any way subject to disciplinary action or other repercussions for refusing to answer a hypothetical question.
- I. At the time the unit member is notified that he is the subject of an investigation, the unit member shall be notified of:
  - 1. The names of all known complainants;
  - 2. The nature of the allegations;
  - 3. The policy or policies that were allegedly violated; and
  - 4. The time frame of the alleged incident or incidents.

- J. Prior to the unit member being interrogated, he shall be provided access to, or copies of, if requested, all statements taken as a result of the investigation. Reasonable efforts shall be made to make such statements available at least twenty-four (24) hours prior to the interrogation. In the event copies of statements are provided to the unit member, a confidentiality waiver shall be required. All time spent by bargaining unit members reviewing such material shall not be considered compensable working time.
- K. Interrogations shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- L. The unit member shall not be subjected to abusive or offensive language or threatened with transfer, dismissal or other disciplinary actions. No promise, reward or threat of action shall be made as an inducement to answering any question.
- M. The complete interview including when recesses are taken shall be recorded, and there shall be no unrecorded questions or statements.
- N. The unit member shall not be obligated to give a second statement concerning the same facts elicited in an original interrogation. This will not preclude an investigator from asking questions at a later time that were not covered by the first statement or to resolve a conflict that arises as a result of new information learned subsequent to the initial interview. If an additional interview of the unit member is required, the unit member shall be provided a copy or opportunity to review the initial statement or recording prior to the second statement if requested.
- O. For the purpose of this Article, a unit member shall have the right to be represented by up to two (2) individuals from among the following:
  - 1. Association Staff Representative(s);
  - 2. Attorney(s);
  - 3. Other representative(s) of his choice.Only one such representative may speak on behalf of the employee at the interview. Witnesses or subject employees to the matter under investigation may not serve as the representative for another witness or employee.
- P. In the event the unit member alleged of wrongdoing may possess short-lived items or substances of evidentiary value, the procedure for obtaining the evidence may be completed without delay, but no statement shall be taken

from the unit member until he has had an opportunity to obtain representation in accordance with this Article.

### **7.03 Employee Rights**

- A. When an allegation is made against a unit member, the Sheriff will make every effort to ensure the allegation and any statements regarding the allegation are reduced to writing and signed, and/or recorded. The written or recorded allegation shall be known as a complaint.
- B. When the subject unit member is a sworn corrections officer, the statement shall be taken under oath to a BCSO sworn supervisor, or assigned investigator.
- C. If the allegation is substantive and the complainant refuses to provide a sworn statement, the supervisor receiving the complaint will reduce the allegation to writing and forward it through the chain of command for a determination on a course of action.
- D. Should the complainant be truly anonymous, the supervisor receiving the complaint shall so attest to that fact in writing, prior to submitting the complaint.
- E. Should the allegation relate to an action that if sustained would result in an action less than formal discipline, the supervisor receiving the allegation shall reduce it to writing and forward it to the officer in charge (OIC) or the supervisor/manager of the unit member(s) against whom the allegation is made. The OIC or supervisor will determine what, if any, action is necessary.
- F. Anonymous allegations and allegations not made under oath shall not lead to formal disciplinary action unless clear and convincing evidence is developed as a result of an investigation of the allegations, in which the unit member(s) are afforded all existing rights under this Article.
- G. When a unit member is to be questioned or interviewed concerning a complaint or allegation, the unit member will be informed prior to the interview of the nature of the investigation and whether he is the subject of the investigation, or a witness of an investigation.
- H. When requested, a unit member shall be given reasonable time to contact, consult with, and secure the attendance of an Association Representative for the interview. If he is the subject of the investigation, the unit member or the unit member's representative will also be informed of each complaint or



allegation against him and be permitted to review all written and/or recorded statements made by the complainant(s) and witnesses prior to providing an interview. The unit member who is the subject of the investigation shall not disclose the contents to anyone other than his representative and/or attorney until the investigation is complete.

- I. The subject unit member shall upon request, receive a copy of his written or recorded statement at no cost. No recorded statement will be made without the knowledge of all participants present during an interview.
- J. Upon the conclusion of the investigation, the unit member who is the subject of an internal investigation shall be notified in writing of the disposition of the case. If the investigation is not completed within seventy (70) days of notice to a unit member that they are the subject of an investigation, and to the extent possible, the unit member shall be notified as to the status of the investigation, and informed when the investigation should be completed. It is understood that any estimated completion date may continue to be extended based on the facts and circumstances of the investigation.
- K. In cases where the Sheriff determines that: (1) the unit member's absence from the work location is essential to the investigation; and (2) the unit member cannot be reassigned to other duties pending completion of the investigation, the unit member shall be placed on administrative leave with pay. The Sheriff shall make a reasonable effort to complete the investigation within thirty (30) days during any administrative leave status.
- L. If a member is arrested for, or charged with, a felony or misdemeanor, he may be suspended without pay during the investigation period and any subsequent administrative appeal. While suspended without pay, the member may use compensatory time or annual leave. Suspensions without pay will be authorized by the Sheriff or his designee. If the criminal charge(s) against the member is dismissed and the member is not disciplined as a result of the administrative process, the Sheriff shall restore the unit member's pay for the period of suspension or any used compensatory or annual leave time.
- M. Unless agreed to by all parties, no unit member shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an internal or administrative investigation.

- N. Only sustained findings may be inserted in a unit member's personnel records. Findings not sustained or unfounded shall not be inserted in permanent personnel records or referred to in performance evaluations. All findings other than sustained findings shall be maintained by the BCSO Professional Standards / Staff Services Unit.
- O. Terms such as conduct unbecoming an officer/public employee, bringing discredit to the agency and other vague terms shall not be used as reasons to discipline a unit member. Only direct violations of a clearly written policy shall be deemed reason for discipline.

**7.04** Disciplinary Action

- A. Unit members shall only be formally disciplined for just cause.
- B. Each unit member shall be furnished a copy of all disciplinary actions placed within his official personnel file and shall be noticed and permitted to respond in writing to any document placed within their personnel file that contains reference to discipline, sub-standard conduct, and/or sub-standard performance.
- C. A unit member may request that an Association Staff Representative be present during any disciplinary investigation meeting in which the unit member is being questioned relative to alleged misconduct, or during a pre-deprivation/pre-termination hearing where the unit member is present and discipline of the unit member is being considered and discussed.
- D. No formal discipline other than termination of employment or demotion shall become effective until the grievance of said discipline is completed, or the timeframes for filing such grievance has expired. The term "formal" discipline shall mean a suspension or greater, and as such, any action taken less than formal discipline (alternatives to discipline are identified as verbal counseling, written counseling, and written reprimand) is not considered discipline for the purposes of this Agreement. The term "demotion" shall mean a reduction in rank after the unit member has successfully completed his probationary period in the bargaining unit position.
- E. Verbal counseling, written counseling and written reprimands are not subject to the Grievance Procedure identified in Article 6. Unit members may utilize the informal grievance process outlined in BCSO policy/procedure 300.37.

Such materials are documentation of performance based deficiencies and the adherence to BCSO policies and procedures.

- F. Written counseling and reprimands will not be considered in determining progressive discipline, provided, however, the unit member has not received corrective action or formal discipline during the preceding eighteen (18) months for the same or similar conduct. Written counselings and reprimands can be used to demonstrate/document a pattern of substandard or deficient conduct.

**Article 8**  
**LAYOFFS AND RECALL**

**8.01** Layoffs

No unit member with permanent (non-probationary) status in an affected class shall be subject to layoff while a unit member on probationary status is serving in that class.

**8.02** In the event of a reduction in force, layoffs shall be determined by seniority. In the event seniority is equal between unit members, then the following factors will be considered:

1. Unit member's performance records;
2. Unit member's disciplinary record;
3. Education, training and experience to include certifications.

**8.03** Recalls will be in reverse order of layoffs.

**8.04** No new unit members will be hired by the BCSO until all laid off members of the bargaining unit are offered recall; provided, however, that after twelve (12) months of layoff, a unit member's re-employment rights under this Agreement shall cease.

## **Article 9**

### **SAVINGS CLAUSE**

- 9.01** If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation, which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with FS Section 447.309(3); then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.
- 9.02** In the event of the foregoing, the parties agree to renegotiate a replacement provision, after written notice.
- 9.03** This Agreement shall be binding upon the successors of the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by substitution or designation of a successor.



## **Article 10**

### **EMPLOYEE DRESS CODE and UNIFORM REGULATIONS**

The parties agree that the Agency shall have the right to set reasonable and professional Employee Dress Code and Uniform Regulations standards for its employees. The standard shall be in accordance with the provisions of BCSO Policy/Procedure 300.33.

**Article 11**

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## Article 12

### LATERAL TRANSFERS

**12.01** Except in the case of a declared civil emergency, unit members shall not be laterally transferred to equivalent positions outside of the bargaining unit, absent mutual consent by both the Sheriff and the unit member.

**12.02** Definition (as used in this Article)

A. **Lateral transfer** – A lateral transfer is an employee's move from one position to another within the same bargaining unit classification at the same salary step. The transfer may refer to the movement of a unit member from one geographic work location such as, a precinct or unit to another, or a work schedule within the same geographic work location to another. The transfer must be based on the following:

1. On the basis that it is in the interest of public service;
2. On compassionate grounds for unit members;
3. For unit members whose positions have been eliminated;
4. On the basis of a unit member initiated request where it is not in conflict with operational necessity; and/or
5. On the basis of operational necessity.

**12.03** Voluntary Lateral Transfer

A. All sworn personnel may request a voluntary lateral transfer by submitting a memorandum of interest via chain of command to the Human Resources Office and a courtesy copy to the command-level supervisor of the unit or precinct where they are requesting to be transferred.

B. If a unit member's transfer is cost effective and meets the operational needs of the organization, as determined by the Chief Officer, the transfer will be considered based on the following criteria: unit member's seniority in the job classification, unit member's formal disciplinary history; unit member's informal disciplinary/corrective action history (up to eighteen (18) months immediately prior to the request), unit member's performance, unit member's current other assignments, and commuting distance.

C. Requirements for candidates requesting voluntary transfer or specialized assignment:

1. Must have completed their probationary period.
2. Must be currently meeting standards.

3. May not have received any formal discipline in the previous six months.
- D. Unit members who have an internal investigation or disciplinary final action pending may request a voluntary transfer or apply for a posted vacancy. If the unit member is approved for transfer prior to the service of discipline, the unit member will remain in the new position even if served with the discipline if the position requirements do not mandate removal from the new position.

#### **12.04 Administrative Lateral Transfers**

- A. The Sheriff or his designee may make administrative lateral transfers without utilizing the Selection Review Board process.
- B. The Sheriff maintains the right when determining whether a lateral transfer is in the interest of public service and operational necessity. The Sheriff shall consider the following list, which is not all-inclusive in making the lateral transfer decision:
  1. To staff the organization in the most cost-effective manner;
  2. To meet the developmental needs of the organization and/or the member;
  3. To facilitate the removal of systemic barriers to career advancement; and
  4. To encourage a diversity of experience within the Brevard County Sheriff's Office.
- C. Except in the case of emergencies or voluntary transfer requests, the Sheriff shall provide a fourteen (14) day advance notice (unless waived by the unit member).
- D. A lateral transfer is not a demotion, punitive or a formal disciplinary action.

**Article 13**  
**ASSIGNMENTS**

**13.01 Assignments**

- A. Assignments are positions deemed necessary and appointed by the Sheriff for specialized purposes. Assignments are not classified or defined in the Civil Service Act.
- B. Unit members appointed to assignments as designated in Article 27 receive assignment pay as compensation.
- C. Their official position titles remain the titles in which they are officially classified.
- D. When a unit member leaves or resigns from an assignment position, he forfeits the assignment pay.
- E. Assignments are lateral for the purposes of transfer.

**13.02 Assignment Vacancy Announcements and Selection**

- A. The purpose of the vacancy selection process is to maintain a valid and fair selection process for vacant positions, lateral transfers and specialized assignments.
- B. Job placement, development, and advancement opportunities are afforded to all bargaining unit members.
- C. Whenever any vacancy occurs, the Sheriff or designee will determine how the position will be filled. Vacancies may be filled administratively at the discretion of the Sheriff.
- D. If the vacancy is not filled using a valid eligibility list or is not administratively filled or held in a vacant status, the vacancy shall be announced through global email.
- E. The posting will include the assignment title, opening date, closing date, work location, minimum qualifications, and where to submit a memorandum of interest.
- F. Postings will be open for a period of no less than fourteen (14) days.
- G. A candidate must meet minimum requirements in order to be considered.
- H. Candidates who pass a selection process are placed on an eligibility list. Candidates will be listed in alphabetical order on the list. The eligibility list will be valid for up to twelve (12) months and posted on the BCSO intranet.



- I. Removal from an assignment is not a demotion. Removal from an assignment is a management prerogative. However, when requested, the Sheriff agrees to furnish the unit member reason(s) for involuntary removal from an assignment position. Assignments, the associated assignment pay, assigned vehicles and assigned or issued equipment are not employment property rights or entitlements. Unit members removed from assignment may grieve the decision in accordance with Article 6 of this Agreement, but only through step 3 of the grievance procedures.
- J. The Human Resources Manager will be responsible for the secure storage and maintenance of all selection related material.

## **Article 14**

### **ACTING and TEMPORARY DUTY ASSIGNMENTS**

#### **ACTING ASSIGNMENTS**

- 14.01** Any unit member who is promoted by the Sheriff to act in a higher classification for a continuous period of forty (40) hours or more shall be placed in the classification step plan commensurate with the current Wage Article. The unit member shall receive the increase in base salary for the period of assignment of forty (40) hours or more. The increase shall be effective from the initial date of assignment.
- 14.02** A unit member may be removed from an acting rank assignment in order to facilitate training opportunities for other unit members; however, a unit member shall not be removed from an acting rank assignment solely for the purpose of avoiding payment under this Article.
- 14.03** A unit member must be on the eligibility list for the higher classification in order to be promoted to the acting position.

#### **TEMPORARY DUTY ASSIGNMENTS**

- 14.04** Temporary duty assignments are limited to no longer than one hundred eighty (180) days, unless extensions are approved by the Sheriff or Chief Officer.

**Article 15**  
**PERSONNEL RECORDS**

**15.01 Personnel File**

- A. All personnel records shall be kept in conformity with FS Chapter 119. There shall be only one official personnel file for each unit member, which shall be maintained in the Human Resources Unit, and shall contain all written corrective actions and formal discipline. Written corrective actions and formal disciplinary actions not contained in the unit member's official personnel file, cannot be used to support a disciplinary action contested in the grievance procedure set forth in this Agreement. This does not preclude other documents supporting the disciplinary action, such as those contained by Staff Services, from being used to support a disciplinary action taken. This shall not preclude a unit level and/or a supervisory file or notes from being kept.
- B. The unit member shall be afforded the opportunity to review any material placed in the unit member's official file and provide a written response to any document placed within the file.
- C. A unit member will have the right to review his official personnel file and his unit level and/or supervisory file at reasonable times designated by the records custodian, to the extent permitted by law.
- D. Where the Sheriff or his designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the unit member's personnel file in error or is otherwise invalid, such document shall be labeled "NOT VALID", together with a letter of explanation, and maintained in the unit member's official personnel file. Its contents will be disclosed pursuant to the requirements of Florida law.

**15.02 Privacy**

Whenever a request is made by a person, not employed by the Sheriff to review a unit member's official personnel file or Staff Service's file, notice of the request shall be provided to the unit member as well as the name and affiliation of the person making the request, if the individual making the request has provided such information.

## **Article 16**

### **SAFETY**

#### **16.01 Vehicle Safety**

Vehicles used by unit members, whether issued to the unit member or not, shall be maintained in a safe operating condition by the Sheriff. In order to promote safety in the use of vehicles by unit members, the parties agree that the Agency shall have the right to set reasonable and professional vehicle standards for its employees. The standard shall be in accordance with the provisions of BCSO Policies/Procedures.

#### **16.02 Firearm Safety**

In order to promote safety in the use of firearms by unit members, the parties agree that the Agency shall have the right to set reasonable and professional Weapons standards for its employees. The standard shall be in accordance with the provisions of BCSO Policy/Procedure 500.77.

#### **16.03 Safety Committee**

The Sheriff shall have a Safety Committee that meets at least quarterly. The Association will name one (1) bargaining unit member from each respective bargaining unit to serve on such committee. Time spent in attendance and travel to such Committee meetings shall be considered as time worked, when the committee meetings are held during the bargaining unit members' regular working hours. However, the unit member's attendance shall not unduly hamper the operations of the unit member's work unit.

**Article 17**  
**SENIORITY**

**17.01** Definition (as used in this Article)

**Seniority** – for the purpose of this Agreement, shall be defined as the continuous service in the job classification: provided, however, that a unit member shall be considered to have a break in service when the unit member separates, and is not on the Sheriff's payroll for at least thirty-one (31) calendar days following the separation except for suspensions, authorized leave without pay, military leave or return to duty by a civil service, arbitrator or other legal authority.

**17.02** Seniority Application

- A. Vacations, and the shift selection/bidding process shall be scheduled with due regard for the staffing needs of the Agency, job class seniority and unit member preference. If there are two or more unit members with the same job class seniority, agency tenure will be recognized. In the event both are the same, either a coin toss or blind name draw will be used. The Sheriff and the Association understand that there may be times when the needs of the Agency will not permit such scheduling.
- B. The shift bid process will take place and be completed within the month of October of each year with the effective date of the new schedule commencing on the first full pay period after January 1<sup>st</sup>. Shift bidding shall not include bidding on squads. Vacation bidding will begin upon completion of the shift bidding process.



**Article 18**  
OUTSIDE EMPLOYMENT

**18.01** The parties agree that the provisions of BCSO Policy/Procedure 300.24 and current practices relating to outside employment will remain in effect.

**Article 19**  
**MANAGEMENT RIGHTS**

- 19.01** It is the right of the Sheriff to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public and exercise control and discretion over its organization and operations.
- 19.02** In addition, the Association recognizes that the sole and exclusive rights, powers and authority of the Sheriff shall further include, but are not limited to the following: to direct and manage employees of the Sheriff; to hire, promote, transfer and schedule the shift an employee works and to increase or abolish shifts and rotate shifts; to assign and retain employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work, funds or other legitimate reasons; to maintain the efficiency of its operations including the right to contract and subcontract existing and future work; to determine the duties to be included in the job classifications and the numbers, types and grades of positions or employees assigned to an organizational unit, department or project; to assign overtime and to determine the amount of overtime required; to control and regulate the use of all its equipment and other property; to establish and require employees to observe all its rules and regulations; to conduct performance evaluations; to determine internal security practices; to establish new jobs; to abolish or change existing jobs and to increase or decrease the number of jobs. The Sheriff's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right, nor preclude the Sheriff from exercising the same right in some other way not in conflict with the express provisions of this Agreement.
- 19.03** If a civil emergency is declared within the County of Brevard, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Sheriff during the time of the declared emergency, provided that wage rates, grievance and arbitration articles and monetary fringe benefits shall not be suspended. Should a civil emergency be declared, the Association shall be advised as soon as possible of the nature of the emergency. Grievances that arise during a declared emergency

shall not be processed nor shall the time frame for filing a grievance begin until the declaration of emergency is withdrawn.

**19.04** The above rights of the Sheriff are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent to the Sheriff in the management capacity of the Brevard County Sheriff's Office. Any of the rights, powers and authority the Sheriff has prior to entering into this collective bargaining agreement are retained by the Sheriff, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the Sheriff has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

**19.05** The Sheriff acknowledges that no changes to wages, hours, and terms and conditions of employment may be changed by the Sheriff without meeting all requirements of Federal or Florida Statutes. The Sheriff acknowledges that the language in this Article is not a waiver of any of the Association's rights under Federal and Florida Statutes nor is it a waiver of any employee or group of employees' rights under Federal or Florida Statutes.

## **Article 20**

### **LEAVE**

**20.01** All leave benefits set forth in BCSO Policies & Procedures, including but not limited to Family Medical Leave; Annual Leave; Holiday Leave; Sick Leave; Bereavement Leave; Military Leave; Compensatory Leave and Emergency Leave shall be applicable to all unit members and administered in accordance with such Policies & Procedures.

**Article 20**

**Section A**

FAMILY MEDICAL LEAVE

**20.A.01** The purpose of this section is to adopt required procedures for utilization of Family and Medical Leave in accordance with BCSO Policy/Procedure 300.06A, and the Family and Medical Leave Act (FMLA) of 1993.

**Article 20**  
**Section B**  
ANNUAL LEAVE

**20.B.01** Annual leave is provided to BCSO employees for the purpose of rest and relaxation and to reward them for honorable service.

**20.B.02** Definition (as used in this Article)

**Annual leave** - time off with pay, deducted from the unit member's accumulated annual leave.

**20.B.03** Accrual of leave

A. All full-time unit members shall accrue annual leave from the date of initial employment.

B. The Sheriff may authorize unit members to accumulate leave at a rate consistent with their years of prior experience as per BCSO Policy 300.06 (B).

C. Annual leave for full-time unit members will be accrued as follows:

YEARS OF SERVICE	HOURS PER PAY PERIOD ACCRUAL	HOURS PER YEAR ACCRUAL	MAXIMUM ACCRUAL HOURS	MAXIMUM HOURS FOR PAYOUT (upon separation)
7 years or less	3.69 hours	96 hours	320 hours	280 hours
7 years + 1 day to 15 years	5.54 hours	144 hours	360 hours	320 hours
15 years + 1 day and over	7.38 hours	192 hours	400 hours	350 hours

**20.B.04** Usage

A. Unit members are encouraged to use annual leave on a yearly basis.

B. Annual leave must be used in increments of at least a quarter hour (15 minutes). For example 6, 6.25, 6.5 or 6.75.



- C. In order for management to schedule personnel appropriately, leave requests for annual leave should be submitted seventy-two (72) hours in advance of requested leave.
- D. Leave requests may not be accepted for non-emergency leave if submitted less than twenty-four (24) hours in advance of requested leave, so that supervisors can adequately adjust work schedules.
- E. Emergency leave requests will be considered on an individual basis by the respective supervisor.
- F. Requests for annual leave may be denied if not submitted in advance as outlined herein or when such absence would seriously impact operations.
- G. If a holiday occurs while the unit member is on annual leave, the time off will be charged to holiday not annual leave.
- H. If a unit member becomes ill or injured during annual leave, the time off will be charged to sick leave not annual leave. The unit member who is ill or injured may charge the related number of hours to his sick leave balance, if accrued, upon furnishing the appropriate proof of illness or injury (i.e., written physician's statement) if required by his supervisor.
- I. A unit member will not be paid in place of taking annual leave unless such payment has been specifically authorized by the Sheriff based on operational requirements preventing a unit member from taking an approved, scheduled vacation, or in other cases determined to be in the best interest of the Sheriff's Office. Alternatively, at the discretion of the Sheriff, the unit member's vacation may be rescheduled.

**20.B.05** Maximum Accrual

- A. Annual leave earned in excess of the maximum accrual (paragraph 20.B.03[C]) limit must be used by March 31<sup>st</sup> of each year. Any excess beyond the maximum accrual limit as of March 31<sup>st</sup> of each year will be forfeited.
- B. In the event a unit member can demonstrate that throughout the year they were prevented and/or denied from taking annual leave, which would result in a loss of annual leave due to maximum accrual limits, the March 31<sup>st</sup> date may be temporarily extended by the Sheriff or Chief Officer. The temporary extension will allow the employee the opportunity to use the excess annual leave accrual.

#### **20.B.06 Separation/DROP**

- A. Unit members discharged from employment or otherwise terminated from employment not in good standing; or who separate employment during the new hire probationary period, will not be paid for any unused annual leave at the time of separation.
- B. A unit member with at least one (1) year of service who separates employment from the Sheriff's Office in good standing (in accordance with BCSO Policy/Procedure 300.19) will be paid for any unused annual leave at the rate of pay the unit member was earning at the time of separation.
- C. In the event of the death of a unit member, payment for unused annual leave will be made to the unit member's pre-established direct deposit, unit member's estate, or as provided by law, at the rate of pay the unit member was earning at the time of death up to the maximum accrual limits as defined.
- D. If the unit member intends to enter the Florida Retirement System (FRS) Deferred Retirement Option Program (DROP) or retire, he will be allowed to accrue annual leave in excess of the limits. Exceeding the limits is only allowed one time, either upon initial entry in to DROP or initial retirement, but not both. Unit members must provide notice of intent no more than one year in advance and include a request to accrue beyond the maximum accrual limits (paragraph 20.B.03[B]).
- E. Unit members who elect to participate in the FRS DROP may choose to receive a lump sum payment of unused annual leave upon entering DROP **or**, if not participating in DROP, receive a lump sum payment upon retirement of up to 500 hours. If a unit member chooses a lump sum payment of annual leave upon entering DROP, the lump sum of up to 500 hours, is subject to the employee's 3% FRS contribution.
- F. After a unit member enters DROP, he will be allowed to accrue up to the maximum hours for payout (paragraph 20.B.03[B]) based on his "years of service" with the Sheriff's Office. Unused annual leave will be paid upon separation from the Sheriff's Office.

#### **20.B.07 Unpaid Status**

A unit member will not be entitled to earn or accrue annual leave while in any unpaid status effective the first full pay period without pay.

**20.B.08** Paid Leave of Absence

Unit members will continue to earn annual leave during any paid leave of absence, except when utilizing Donated Leave or receiving Short Term Disability Payments.

**20.B.09** Suspension

Unit members on imposed suspension without pay. Including unit members using their leave accruals to supplement their pay, for a full pay period or longer will not accrue annual leave during the time served as a suspension.

**Article 20**  
**Section C**  
**HOLIDAY LEAVE**

**20.C.01** The Sheriff shall grant holiday leave to all employees.

**20.C.02** For purposes of holiday compensation, the holiday begins at midnight (0000 Hours) and ends at 2359 Hours.

**20.C.03** Actual and Observed Holidays

**2019 Holidays**

*Actual Holidays*

New Year's Day, Tuesday, January 1<sup>st</sup>  
Martin Luther King Jr, Monday, January 21<sup>st</sup>  
Memorial Day, Monday, May 27<sup>th</sup>  
Independence Day, Thursday, July 4<sup>th</sup>  
Labor Day, Monday, September 2<sup>nd</sup>  
Veteran's Day, Monday, November 11<sup>th</sup>  
Thanksgiving Day, Thursday, November 28<sup>th</sup>  
Day after Thanksgiving, Friday, November 29<sup>th</sup>  
Christmas Eve, Tuesday, December 24<sup>th</sup>  
Christmas Day, Wednesday, December 25<sup>th</sup>  
Employee Birthday

*Observed Holidays*

New Year's Day, Tuesday, January 1<sup>st</sup>  
Martin Luther King Jr, Monday, January 21<sup>st</sup>  
Memorial Day, Monday, May 27<sup>th</sup>  
Independence Day, Thursday, July 4<sup>th</sup>  
Labor Day, Monday, September 2<sup>nd</sup>  
Veteran's Day, Monday, November 11<sup>th</sup>  
Thanksgiving Day, Thursday, November 28<sup>th</sup>  
Day after Thanksgiving, Friday, November 29<sup>th</sup>  
Christmas Eve, Tuesday, December 24<sup>th</sup>  
Christmas Day, Wednesday, December 25<sup>th</sup>  
Employee Birthday

**2020 Holidays**

*Actual Holidays*

New Year's Day, Wednesday, January 1<sup>st</sup>  
Martin Luther King Jr, Monday, January 20<sup>st</sup>  
Memorial Day, Monday, May 25<sup>th</sup>  
Independence Day, Saturday, July 4<sup>th</sup>  
Labor Day, Monday, September 7<sup>th</sup>  
Veteran's Day, Wednesday, November 11<sup>th</sup>  
Thanksgiving Day, Thursday, November 26<sup>th</sup>  
Day after Thanksgiving, Friday, November 27<sup>th</sup>  
Christmas Eve, Thursday, December 24<sup>th</sup>  
Christmas Day, Friday, December 25<sup>th</sup>  
Employee Birthday

*Observed Holidays*

New Year's Day, Wednesday, January 1<sup>st</sup>  
Martin Luther King Jr, Monday, January 20<sup>st</sup>  
Memorial Day, Monday, May 25<sup>th</sup>  
Independence Day, Friday, July 3<sup>rd</sup>  
Labor Day, Monday, September 7<sup>th</sup>  
Veteran's Day, Wednesday, November 11<sup>th</sup>  
Thanksgiving Day, Thursday, November 26<sup>th</sup>  
Day after Thanksgiving, Friday, November 27<sup>th</sup>  
Christmas Eve, Thursday, December 24<sup>th</sup>  
Christmas Day, Friday, December 25<sup>th</sup>  
Employee Birthday

**2021 Holidays**

*Actual Holidays*

New Year's Day, Friday, January 1<sup>st</sup>  
Martin Luther King Jr, Monday, January 18<sup>th</sup>  
Memorial Day, Monday, May 31<sup>st</sup>  
Independence Day, Sunday, July 4<sup>th</sup>  
Labor Day, Monday, September 6<sup>th</sup>  
Veteran's Day, Thursday, November 11<sup>th</sup>  
Thanksgiving Day, Thursday, November 25<sup>th</sup>  
Day after Thanksgiving, Friday, November 26<sup>th</sup>  
Christmas Eve, Friday, December 24<sup>th</sup>  
Christmas Day, Saturday, December 25<sup>th</sup>  
Employee Birthday

*Observed Holidays*

New Year's Day, Friday, January 1<sup>st</sup>  
Martin Luther King Jr, Monday, January 18<sup>th</sup>  
Memorial Day, Monday, May 31<sup>st</sup>  
Independence Day, Monday, July 5<sup>th</sup>  
Labor Day, Monday, September 6<sup>th</sup>  
Veteran's Day, Thursday, November 11<sup>th</sup>  
Thanksgiving Day, Thursday, November 25<sup>th</sup>  
Day after Thanksgiving, Friday, November 26<sup>th</sup>  
Christmas Eve, Friday, December 24<sup>th</sup>  
Christmas Day, Thursday, December 23<sup>rd</sup>  
Employee Birthday

**2022 Holidays**

Actual Holidays

New Year's Day, Saturday, January 1<sup>st</sup>  
Martin Luther King Jr, Monday, January 17<sup>th</sup>  
Memorial Day, Monday, May 30<sup>th</sup>  
Independence Day, Monday, July 4<sup>th</sup>  
Labor Day, Monday, September 5<sup>th</sup>  
Veteran's Day, Friday, November 11<sup>th</sup>  
Thanksgiving Day, Thursday, November 24<sup>th</sup>  
Day after Thanksgiving, Friday, November 25<sup>th</sup>  
Christmas Eve, Saturday, December 24<sup>th</sup>  
Christmas Day, Sunday, December 25<sup>th</sup>  
Employee Birthday

Observed Holidays

New Year's Day, Friday, December 31<sup>st</sup>  
Martin Luther King Jr, Monday, January 17<sup>th</sup>  
Memorial Day, Monday, May 30<sup>th</sup>  
Independence Day, Monday, July 4<sup>th</sup>  
Labor Day, Monday, September 5<sup>th</sup>  
Veteran's Day, Friday, November 11<sup>th</sup>  
Thanksgiving Day, Thursday, November 24<sup>th</sup>  
Day after Thanksgiving, Friday, November 25<sup>th</sup>  
Christmas Eve, Friday, December 23<sup>rd</sup>  
Christmas Day, Monday, December 26<sup>th</sup>  
Employee Birthday

**20.C.04** Unit members assigned to 24/7 shifts will be compensated for the actual holiday. All other unit members will be compensated for the observed holiday. In no circumstance will a unit member be compensated for both.

**20.C.05** Recognizing that not all individuals, especially as it pertains to their religious faith, will always place the same importance on the listed holidays, some substitution is permitted. Unit members, in accordance with their religious faith, and with immediate supervisory approval so as not to affect operational capabilities, may substitute another holiday instead of Veteran's Day, Labor Day and/or their birthday. Supervisors must ensure that the unit member does not receive both his requested and Sheriff's authorized holiday(s).

**20.C.06** Accrual of leave

A. Holiday accrual for unit members required to work during holiday period

1. Holidays (excluding birthday): Unit members required to work on a holiday shall receive holiday work pay at a rate of time and one half for all hours worked during the holiday period. The unit member will receive holiday pay only for the hours worked during the holiday period (paragraph 20.C.02). Unit members will accrue holiday leave for actual hours worked on the holiday.

2. At the beginning of each pay period that includes one of the designated Holidays, including the Birthday Holiday, described in Section 20.C.03 of this Article, Holiday Leave hours equal to the unit member's regularly scheduled hours will be added to the unit member's Holiday Leave Bank. At the conclusion of the pay period that includes the designated Holiday, including the Birthday Holiday, any unit member who may temporarily exceed the maximum accrual

amount defined in Section 20.C.08 of this Article will be reduced back to the maximum accrual amount.

3. Birthday: Unit members who work on their birthday will receive their regular rate of pay.
- A. Holiday accrual when unit member is on worker's compensation leave (Job-Connected Disability). If the unit member is on disability leave (injury on duty) when the holiday occurs, the unit member will be compensated disability leave (as provided in Article 23 – Job-Connected Disability) and receive holiday accrual for the number of regularly scheduled work hours.
- B. A unit member on alternate duty will get holiday leave based on the shift he is currently working. Example: If unit member's regular assignment is a twelve (12) hour shift and the alternate duty is an eight (8) hour shift the unit member gets eight (8) hours holiday leave.

#### **20.C.07 Usage**

- A. Holiday leave taken on the actual/observed holiday  
Unit members whose schedule allows them to have the day off during the holiday period will be compensated as follows:
  1. Full-time unit members: Holiday leave will be paid at the unit member's straight time rate. The number of hours to be paid as holiday leave will be based on the regularly scheduled shift; such as, 8 hour, 10 hour or 12 hour shifts.
  2. Unit members on alternate schedules due to training, illness/injury etc. will be compensated based on that current alternate schedule.
- B. If a holiday occurs while the unit member is on annual, compensatory, emergency, or sick leave, the time off will be charged to holiday leave.
- C. If events occur while a unit member is on holiday leave, which qualifies for bereavement leave, the time off work for such bereavement purposes shall be charged as holiday leave.
- D. Unit members whose schedule allows them to have the day off during a holiday period, and choose to work when not operationally approved by the precinct or division command-level supervisor, will be compensated based upon their regular straight time pay rate for their normally scheduled work shift.
- E. Use of Accrued Holiday Leave



1. Holiday leave must be used in increments of at least a quarter hour (15 minutes). For example 6, 6.25, 6.5 or 6.75.
2. In order for management to schedule personnel appropriately, leave requests from a unit member's holiday leave bank should be submitted seventy-two (72) hours in advance of requested leave.
3. Leave requests may not be accepted for non-emergency leave if submitted less than twenty-four (24) hours in advance of requested leave, so that supervisors can adequately adjust work schedules.
4. Emergency leave requests will be considered on an individual basis by the respective supervisor.
5. Requests for holiday leave may be denied if not submitted in advance as outlined herein or when such absence would seriously impact operations.
6. If unit member becomes ill or injured while using holiday leave from his holiday bank, the time off will be charged to sick leave not the holiday bank, upon furnishing the appropriate proof of illness or injury (i.e., written physician's statement) if required by his supervisor.

**20.C.08** Maximum Accrual

The maximum holiday leave accrual limit is one hundred thirty-two (132) hours.

**20.C.09** Separation/DROP

- A. Terminating unit members must work a regularly scheduled workday immediately following the holiday to be eligible for holiday compensation or holiday accrual.
- B. Upon termination, unit members shall be compensated for his accrued holiday leave at his current straight time pay rate.
- C. In the event of the death of a unit member, payment for unused holiday leave will be made to the unit member's pre-established direct deposit account, unit member's estate, or as provided by law, at the rate of pay the unit member was earning at the time of death up to the maximum accrual limits as defined.

**20.C.10** Unpaid Status

Unit members on leave without pay shall not be eligible for any holiday pay or holiday accrual occurring during their unpaid status.

**20.C.11** Paid Leave of Absence

Unit members will continue to earn holiday leave during any paid leave of absence, except when utilizing Donated Leave or receiving Short Term Disability payments.

**20.C.12** Suspension

Disciplinary suspensions of twenty-four (24) hours or less, except for suspensions related to a criminal incident, shall not be imposed on a designated holiday.

**Article 20**  
**Section D**  
SICK LEAVE

**20.D.01** Definitions (as used in this Article)

- A. **Immediate family member** – is defined, for purposes of sick leave usage, as the employee’s spouse, children, parents, grandparents, or grandchildren of either the employee or his spouse.
- B. **Sick leave** – time off with pay, deducted from the employee’s accumulated sick leave, due to an employee’s illness/injury or illness/injury of an immediate family member.

**20.D.02** Accrual of Leave

- A. All full-time unit members shall accrue sick leave from the date of initial employment.
- B. Sick leave for full-time unit members is accrued at the following rate:

C.

YEARS OF SERVICE	HOURS PER PAY PERIOD	HOURS PER YEAR	MAXIMUM LIMIT
h 10 years or less	3.69 hours	96 hours	None
e 10 years + 1 day	4.62 hours	120 hours	None

Sheriff may authorize unit members to accumulate leave at a rate consistent with their years of prior experience as per BCSO Policy 300.06 (B).

**20.D.03** Usage

- A. A unit member with a legitimate illness/injury or legitimate illness/injury of an immediate family member may charge the related number of hours to his accrued sick leave balance. Proof of illness/injury may be required by supervision.
- B. Sick leave may be used for medical, dental, psychological, optical, chiropractic or Employee Assistance Program (EAP) appointments, treatments, or examinations of unit member or unit member’s immediate family member when it is not possible to arrange appointments during off-duty hours.
- C. Sick leave must be used in increments of at least a quarter hour (15 minutes). For example 6, 6.25, 6.5 or 6.75.

- D. Sick Leave may be used to supplement workers' compensation wage benefits in the event of a compensable on-the-job injury/accident as provided in Article 23 Job-Connected Disability.
- E. If a unit member becomes ill or injured during an authorized leave, the time off due to the illness or injury may be charged to the unit member's accrued sick leave. This applies only to the unit member's own illness/injury and does not apply to illness/injury of a family member occurring during the unit member's leave. Medical verification of illness/injury may be required.
- F. If a holiday occurs while the unit member is on sick leave, the time off will be charged to holiday leave as noted in paragraph 20.C.07(B).
- G. If events occur while a unit member is on approved sick leave, which qualify for bereavement leave, the time off work for such bereavement leave purposes shall be charged as bereavement leave.
- H. If a unit member's sick leave absence exceeds three (3) consecutive workdays, the unit member may qualify for Family Medical Leave as provided in BCSO Policy/Procedure 300.06A.
- I. Sick Leave may be used for approved Family Medical Leave (FML) for the serious health condition of the unit member or the unit member's spouse, child or parent that exceeds three consecutive workdays.

**20.D.04** Notification Requirements and Proof of Illness/Injury

- A. It is the unit member's responsibility to personally notify supervision (unless incapacitated) at least two hours prior to the beginning of the work shift if the unit member will be absent due to illness/injury. It is the unit member's responsibility to report in this manner for each day of absence due to illness/injury unless the unit member receives prior authorization, as in the case of approved Family Medical Leave.
- B. If a unit member's sick leave absence is more than five (5) consecutive work days/shifts, medical verification from a physician is required in order to use sick leave.
- C. Any unit member absent from work for more than five (5) consecutive work days/shifts due to his own medical condition shall submit a physician's release to the Human Resources Manager verifying the unit

member's ability to return to full-duty without restrictions. The release must be provided prior to the unit member resuming his assigned duties.

- D. A physician's statement may also be required for any unit member who:
  - 1. Takes excessive sick leave, either on separate days or on continuous days in any given time period;
  - 2. Demonstrates a pattern of absenteeism;
  - 3. Calls in sick on a day or days when other leave was previously denied;
  - 4. Routinely requests to take sick leave as soon as it is accrued (i.e., one day at a time as soon as it is earned);
  - 5. Is frequently absent the day before a scheduled day off and/or holiday.
- E. Frequent and/or excessive absences charged to sick leave without medical verification, which hinders or impedes work flow, creates adverse operational impacts; demonstrates evidence of malingering; a pattern of sick leave usage (i.e., days immediately prior to and/or following regular days off or holidays); use of sick leave for false claims of illness/injury; falsification of proof to receive payment of sick leave; and/or failure to comply with this Article governing sick leave; may result in denial of sick leave pay and/or disciplinary action, up to and including termination.
- F. Sick leave charged following a unit member's notice of resignation and occurring prior to the date of separation must be verified by a physician's statement certifying the illness/injury in order for the unit member to be compensated from his accrued sick leave balance.
- G. Supervision is responsible for determining that sick leave is properly authorized and is used in accordance with these rules. Therefore, supervision is authorized to make any investigation of unit member usage of sick leave benefits deemed necessary and payment will not be made for claims not properly substantiated.
- H. The number of times a unit member uses sick leave in a year will not be just cause to discipline or for a low rating on an evaluation without proof of a violation of the reasons listed in section D.

**20.D.05** Maximum Accrual

There is no maximum accrual on sick leave.

**20.D.06** Separation/DROP

- A. Unit members discharged from employment or are otherwise terminated not in good standing; or who separate employment during the new hire probationary period, will not be paid for any unused sick leave at the time of separation.
- B. Unit members with at least one (1) year of service who separate employment in good standing (in accordance with BCSO Policy/Procedure 300.19) will be paid for any unused sick leave at their rate of pay at the time of separation based on their years of service to BCSO. Payout will be at the following rates:

YEARS OF SERVICE	PAYOUT RATE	MAXIMUM PAYOUT
Completion of 1 – 6 years	20%	230 hours
Completion of 6 years + 1 day – 14 years	30%	346 hours
Completion of 14 years + 1 day – 19 years	40%	n/a
Completion of 19 years + 1 day – 25 years	45%	n/a
Completion of over 25 years	50%	n/a

- C. Unit members who meet the requirements for normal retirement under the Florida Retirement System guidelines and retire in good standing from the Sheriff's Office will be paid 50% of all accrued sick leave.
- D. Eligible unit members who elect to participate in the Florida Retirement System Deferred Retirement Option Program (DROP) may choose to receive a lump-sum payment of 50% of accrued sick leave upon commencement of participation in DROP or, alternatively, upon termination from DROP. If the payment of accrued sick leave is elected at the beginning of participation in DROP, the unit member shall be paid for any remaining accrued sick leave upon separation from DROP based on the limitations herein.
- E. In the event of the death of a unit member who has not vested under the Florida Retirement system, payouts are at the same rate as a unit member separating in good standing. If the unit member is vested under the Florida Retirement System the payout rate is at 50% of all unused sick leave. Payouts will be made to the unit member's pre-established direct deposit, unit member's estate, or as provided by law, at the rate of pay the unit member was earning at the time of death.

F. In the event of the death or total disability of a unit member in the line of duty, the payout rate is 100% of all unused sick leave. Payouts will be made to the unit member's pre-established direct deposit, unit member's estate, or as provided by law, at the rate of pay the unit member was earning at the time of death or the date the unit member received an in line of duty disability retirement from FRS.

**20.D.07 Unpaid Leave of Absence**

A unit member will not be entitled to earn or accrue sick leave while in any unpaid status, effective the first full pay period without pay.

**20.D.08 Paid Leave of Absence**

Unit members will continue to earn sick leave during any paid leave of absence, except when utilizing Donated Leave or receiving Short Term Disability payments.

**20.D.09 Suspension**

Unit members on imposed suspension without pay for a full pay period or longer will not accrue sick leave during the time served as a suspension.

**20.D.10 Voluntary Sick Leave Donations**

A. Unit members may request voluntary sick leave donations. In order to receive sick leave donations the unit member must meet the following conditions:

1. Unit member must have already exhausted all accrued leave;
2. Unit member must not have abused sick leave in the past, evidenced by adherence to BCSO Policy/Procedure 300.06D and the supervisor's approving signature on the application for voluntary donated leave credits;
3. Unit member must be in need of a minimum of 40 hours for full time unit members;
4. Unit member must have supplied the Human Resources Unit with a certification of medical condition from their treating physician.

B. Donations may be given to a needy employee's sick leave bank from another employee's accrued annual leave, sick leave, compensatory time or holiday leave banks on an hour for hour basis. Donations of leave will be placed in a donated leave bank to be used by the employee on an as

needed basis. Upon completion of the qualifying event or being medically separated from the agency, any unused donated leave will be returned to those employees making the donation on a prorated basis.

- C. Credits to a unit member's sick leave bank from voluntary leave donations will not exceed 500 hours per occurrence or 2,000 hours total during the unit member's total tenure of employment.



## Article 20

### Section E

#### BEREAVEMENT LEAVE

- 20.E.01** The Sheriff's Office will provide bereavement leave coincident with the death of a member of a unit member's immediate family member for periods of bereavement and/or attending the funeral.
- 20.E.02** Definition (as used in this Article)  
**Immediate family member** - for purposes of Bereavement Leave, is defined as: spouse, children or stepchildren; and parents/stepparents, brothers, sisters, grandparents and grandchildren, of employee or employee's spouse.
- 20.E.03** In the event of the death of a unit member's immediate family member, the unit member may be granted up to forty (40) hours paid bereavement leave, within a seven (7) day period, coincident with the death and upon approval of supervision. This leave shall not be deducted from the unit member's accrued annual, holiday, sick leave, compensatory or emergency leave.
- 20.E.04** Proof of death and/or verification of relationship (i.e., newspaper obituary notice, death certificate, etc.) is required in order to approve bereavement leave.
- 20.E.05** If the employee does not utilize bereavement leave coincident with the death and requests bereavement leave to attend the funeral, memorial service or celebration of life, the unit member will be granted up to twenty-four (24) hours of bereavement leave to attend, and if additional leave is required, use of annual or holiday leave may be granted. Total bereavement leave granted will not exceed forty (40) hours.
- 20.E.06** Any additional time needed for bereavement may be approved and charged to annual or holiday leave. This includes out-of-state trips for settlement of an estate.

**Article 20**  
**Section F**  
MILITARY LEAVE

**20.F.01** Unit members on military leave are covered under the Uniformed Services and Reemployment Act.

**20.F.02** Active Duty

- A. In accordance with FS 115.09, unit members on active duty are granted a leave of absence to perform military service. The Sheriff's Office compensates the unit member's salary for the first thirty (30) days of active duty deployment.
- B. Unit members must provide a copy of their active duty military orders to the Human Resources Office to receive military pay benefits. The unit member is also required to submit to the Human Resources Office an Employee Military Information form (FIN 19) upon activation to military duty.
- C. Unit members do not accrue leave while on a military leave of absence. Appropriate accumulated hours will be added to their annual and sick leave accrual banks upon their return from their military leave of absence.

**20.F.03** Supplemental Pay

- A. As provided in FS 115.147, after the first thirty (30) days of activation, should the unit member receive a loss in compensation to an amount less than their normal Sheriff's Office salary due to a lower military base pay, the Sheriff's Office shall pay the difference for up to twenty-four (24) months of military activation.
- B. In order to calculate any supplemental wages, a copy of the unit member's military earnings statement must also be submitted to the Human Resources Unit within 30 days from the unit member's activation date. If no statement is provided, the unit member forfeits the supplemental pay.
- C. Education incentive and/or longevity pay are included in the calculation of the unit member's BCSO base pay for purposes of determining whether supplemental wages are appropriate.
- D. Assignment incentive pay will not be compensated as these are based on physical functions of specific jobs.

**20.F.04** Reserve and National Guard Training

- A. In accordance with FS 115.07, unit members are paid up to two hundred forty (240) hours in any one year period for military training assignments. Any leave of absence for additional or longer periods of time shall be considered leave without pay. The unit member may supplement leave without pay using their annual or holiday leave.
- B. Unit members must provide a copy of their drill schedules indicating date, location and time to the Payroll Office in order to receive military pay benefits.
- C. If unit member fails to submit the required documentation, the leave will be considered annual leave.

**20.F.05** A unit member who is in the Armed Forces Reserve or National Guard is required to complete and submit to the Human Resources Unit the Employee Military Information form (FIN 19) each January.

## Article 20

### Section G

#### COMPENSATORY LEAVE

##### **20.G.01** Definition (as used in this Article)

**Compensatory Leave** - purposes of this Article, is paid time off the job that is earned and accrued by a unit member instead of immediate cash payment for working overtime hours as referenced in Article 25 – Workweek, Workday and Overtime.

##### **20.G.02** Accrual of Compensatory Leave

In order to accumulate compensatory leave in lieu of paid overtime, the unit member, when inputting their timesheet, must select “Add to Comp Time at 1.5” or “Add to Comp Time at 1.0”, whichever is applicable. Any and all leave used during the pay period shall not be considered as hours worked for purposes of calculating entitlement to compensatory time.

##### **20.G.03** Usage

- A. Unit members desiring to use compensatory leave must request permission at least seventy-two (72) hours in advance to allow supervision sufficient time to appropriately schedule personnel.
- B. If a holiday occurs while the unit member is on compensatory leave, the time off will be charged to holiday leave.
- C. Compensatory leave must be used in increments of at least a quarter hour (15 minutes). For example 6, 6.25, 6.5 or 6.75.

##### **20.G.04** Maximum Accrual

- A. A unit member will only be permitted to accumulate a maximum of one hundred thirty-two (132) hours of compensatory time (i.e., 88 hours worked that is accrued at a one and one-half rate).
- B. In the event the Sheriff has given written notice to the Association in any fiscal year that there are no overtime funds available, overtime worked by unit members shall be converted to compensatory time and the maximum cap shall be increased to 240 hours for those unit members affected.

##### **20.G.05** Lump Sum Payment

Subject to funding availability as determined by the Sheriff, unit members will be allowed a one-time lump sum payment of up to twenty (20) hours of

compensatory time from their accumulated balance. Payment will be made at the unit member's regular rate of pay and will not impact any compensation for overtime hours worked. The lump sum will be paid on the last pay period before September 30th.

**20.G.06** Separation/DROP

- A. Payment of compensatory time balance - upon termination of employment or upon transfer to or from an exempt position within the BCSO, unit members will receive payment of their accrued compensatory time balance at straight time up to the maximum accrual limit as defined herein.
- B. The compensatory leave shall be paid to the unit member at the higher of (1) the unit member's final regular rate of pay or (2) the average regular rate during the unit member's last three years of employment.

## Article 20

### Section H

#### EMERGENCY LEAVE

##### **20.H.01** Accrual of Emergency Leave and Emergency Condition Pay

- A. The Sheriff has the authority to declare emergency conditions. Additionally, it is the Sheriff's sole discretion to declare, terminate or otherwise revise the time period of the emergency conditions, based upon the nature and circumstances of the emergency.
- B. When an emergency condition has been declared by the Sheriff, where employees performing non-essential functions on a countywide basis are granted paid administrative leave by the Sheriff, those unit members required to work during the emergency conditions, in lieu of paid administrative leave, shall receive emergency leave, for all hours worked (hour for hour basis). Emergency leave accrued for declared emergency conditions will be reflected on a different line on the unit member's pay stub and does not have a maximum level of accrual.
- C. In addition, unit members will be paid as follows: Unit members shall be paid at time and one-half for all hours worked during the declared emergency conditions, as established by the Sheriff.

**20.H.02** Unit members who are on a pre-approved leave or a regularly scheduled day off during the declared emergency period are not eligible for administrative or emergency leave. The Sheriff has the authority and discretion to withdraw a previously approved leave during declared emergency conditions to ensure adequate and essential manpower allocations.

**20.H.03** The Sheriff or designee shall have the discretion to excuse a sworn unit member from working during the time frame the Sheriff has declared emergency conditions based on specific family situations or hardship. The affected unit member shall submit a memorandum through their immediate chain of command outlining the hardship and request the use of annual leave from working during the Sheriff's declared state of emergency. This must be approved in advance as having adequate manpower is essential for the

safety of the citizens and those unit members working. Some special family situations that may be considered:

- A. Both parents are sworn unit members and have young children at home. (In these occasions, one parent could work while the other stays with the children.)
- B. The unit member is caring for an elderly or handicapped person and no other person is available to ensure his or her safety and wellbeing.
- C. Single parent families where there is no other person to care for the unit member's children. (To include families where one parent is in active military status stationed outside of Brevard County.)
- D. Mission critical unit members may be excused by command-level supervisors due to special family situations or hardships during a declared emergency condition. Excused unit members shall be responsible and available for assignment availability within eight (8) hours post the declared emergency conditions as determined by the Sheriff or designee. Those unit members dismissed prior to an emergency shall be vigilant in their attempts to maintain contact with their respective supervisors to assess their responsibilities. Unit members will accomplish this by contacting their immediate supervisor directly. Failure to be available post declared emergency conditions may result in formal discipline up to and including termination based upon sustained violations.

**20.H.04 Usage**

Unit members desiring to use accrued emergency leave must request permission at least seventy-two (72) hours in advance to allow supervision sufficient time to appropriately schedule personnel.

**20.H.05 Separation/DROP**

Payment of emergency time balance - upon termination of employment, unit members will receive payment of their accrued emergency leave balance at straight time up to the maximum accrual limit as defined herein.

## **Article 20**

### **Section I**

#### **LEAVE WITHOUT PAY**

- 20.I.01** Leave without pay for a period of up to one (1) year may be granted by the Sheriff.
- 20.I.02** The unit member shall request leave without pay, submitted in writing to the Sheriff at least fourteen (14) calendar days prior to the starting date of the leave.
- 20.I.03** A unit member incapacitated because of injury or physical or mental illness may, with approval of the Sheriff, be placed on leave without pay until such time as the unit member is medically cleared by a physician to return to work, but under no circumstances will leave without pay be authorized for a period of more than one (1) year.
- 20.I.04** A unit member who requires time to care for an immediate family member who is incapacitated because of injury or physical or mental illness may, with approval of the Sheriff, be placed on leave without pay to care for the immediate family member, but under no circumstances will leave without pay be authorized for a period of more than one year.
- 20.I.05** A unit member who is on a BCSO authorized leave of absence without pay and returns to work within the one (1) year period shall be deemed to have continuous service in the previous classification.



## Article 21

### PERSONAL PROPERTY – LOSS/DAMAGE

#### 21.01 Personal Property Loss/Damage

- A. The Florida Sheriff's Association Programs do not provide any coverage or reimburse for personal property lost or damaged while the unit member is on duty. The purpose of this section is to provide some reimbursement to those on-duty personnel suffering a loss.
- B. It shall be the policy of the Brevard County Sheriff's Office, upon review, discretion and approval of the Sheriff or his designee, to reimburse on-duty unit members for loss or damage to personal property sustained in the performance of their assigned tasks.

- C. The following items of personal property are reimbursable up to the following amounts:

Handcuffs	\$50
Watch	\$75
Prescription Glasses (Inclusive of any required eye exam)	\$300
Sunglasses	\$75
Boots / Shoes	\$100
Civilian clothing damaged during the course of duties	\$150

Other items may be considered for reimbursement based upon the damage or loss as determined by the Sheriff. Reimbursement will not be made in situations where insurance and/or workers' compensation has reimbursed the loss.

#### 21.02 Procedures

- A. On-duty personnel whose personal property is lost or damaged may submit a request to the Sheriff for reimbursement consideration.
- B. The unit member shall complete a Lost/Damaged/Stolen Property Report (DMS: CLU6) detailing the circumstances under which the property was lost, damaged, destroyed, or stolen.
- C. The report, a memorandum requesting reimbursement, and a receipt documenting the purchase and replacement of the damaged or lost property will be forwarded to the unit member's commanding officer, via chain of command.

- D. The Sheriff will have the final authority in determining the validity and the amount of the request for reimbursement.
- E. If the Sheriff decides to award reimbursement, the unit member's commanding officer will complete an online requisition and forward the Lost/Damaged/Stolen Property Report along with the receipt to the Finance Unit for a reimbursement check to be issued to the unit member suffering the loss.
- F. A receipt for the replacement item must accompany the Lost/Damaged/Stolen Property Report (reimbursement is made only after an item has been replaced).
- G. Personnel are cautioned to use discretion in the decision to wear expensive jewelry, glasses, etc.

## Article 22

### EDUCATIONAL ASSISTANCE PLAN

- 22.01** The Educational Assistance Plan is for the purpose of improving the level of service rendered to the citizens of Brevard County, and to encourage the continued education of Brevard County Sheriff Office employees.
- 22.02** To qualify for assistance, courses (including correspondence courses) must be from a regionally accredited college or university.
- 22.03** Course work must be directly related to the duties of a unit member's current position or must directly enhance the knowledge, skills, and abilities relating to the official duties within the career tracks related to positions within the Brevard County Sheriff's Office.
- 22.04** Tuition reimbursement will be limited to one degree in each discipline [one (1) associates degree; one (1) bachelor's degree, and one (1) master's degree], unless the unit member is enrolled in a dual degree program where both degrees are attained at the same time.
- 22.05** Courses that will not be considered include: training courses, seminars, workshops, preparatory/refresher courses, other continuing education courses offered at a criminal justice institute, or other training that is otherwise funded by the Sheriff's Office.
- 22.06** Any unit member who participates in the Educational Assistance Program incurs a mandatory two-year employment commitment to the BCSO from the date of reimbursement for the last class completed. Unit members who separate from employment for any reason other than disability, within the two (2) year period shall be required to reimburse the BCSO for all costs expended. Under special circumstances, the Sheriff may waive the reimbursement. The reimbursement may be collected from any final compensation beyond minimum wages, due to the unit member upon separation or, alternatively, the Sheriff's Office may institute a civil action to collect any costs that are not reimbursed by the unit member to include associated recovery costs and attorney fees.
- 22.07** Generally, approval for educational assistance/tuition reimbursement is made only to unit members who are actively at work and on the payroll. Approval for educational assistance/tuition reimbursement for unit members on any kind of leave of absence is solely at the discretion of the Sheriff.

- 22.08** Reimbursements for tuition pursuant to educational assistance programs will be in accordance with the provisions of the Internal Revenue Code.
- 22.09** No unit member will receive tuition reimbursement greater than actual expenditures paid by the unit member. Unit members receiving financial assistance in the form of grants, scholarships, or other benefits to cover tuition will only be eligible for reimbursement of tuition through the Education Assistance Program for that portion of tuition not reimbursed by the other financial assistance. Unit members who are receiving educational loans are eligible for reimbursement of tuition.
- 22.10** Only with approval by the Sheriff or his designee, may personnel with assigned vehicles use their vehicles to attend schools or courses that are considered for educational assistance/tuition reimbursement. Unit members using such vehicles must document and report the mileage used for such travel, as it may be considered taxable income.
- 22.11** Unit members are not permitted to attend courses that are considered for educational assistance/tuition reimbursement while on a paid or on-duty status.
- 22.12** Procedure
- A. To request tuition reimbursement approval, the unit member shall submit a completed Educational Assistance Program Agreement Form (PER 2) to the command-level supervisor no later than thirty (30) days following the first day of class for which tuition is requested. The command-level supervisor will give approval or disapproval for tuition reimbursement requests and courses of study. Upon approval, the application and supporting documents will be sent to the Human Resources Manager. If the course is disapproved, the reason(s) for disapproval will be documented on the form and sent to the unit member's command-level supervisor.
- 22.13** Tuition Reimbursement
- A. The unit member is directly responsible for tuition costs to the college/school sponsoring the course(s).
- B. The unit member is eligible for reimbursement of tuition after completion of the approved course(s). The unit member must provide the Payroll Office with an official copy of his transcript, a receipt for tuition paid, Employee's Request for Tuition Reimbursement (DMS: PER 2B) and Educational Assistance

Program Agreement (PER 2). Reimbursement requests will be made no later than 35 days after completion of the course(s).

- C. Tuition reimbursement shall be limited to a maximum of \$3,000.00 per fiscal year per unit member. Tuition reimbursement is for undergraduate and graduate level courses to include required laboratory fees, if applicable, and shall not pertain to doctoral degrees, juris doctoral, or required course materials such as books, activity fees, parking fees or any other expense.
- D. After presenting proof of successful completion of course work, the unit member is eligible for reimbursement of tuition paid. Successful completion of course work is defined as having earned a grade of "C" or better on an alphabetic scale or the equivalency on a numeric scale, or a grade of "passing" or "satisfactory" on a "pass/fail" or "satisfactory/unsatisfactory" grading system.
- E. Reimbursement will be based on the following schedule:
  - Letter grade A 100%
  - Letter grade B 90%
  - Letter grade C 75%
  - Pass 100% (pass/fail grading)
  - Satisfactory 100% (satisfactory/unsatisfactory grading)

## Article 23

### JOB-CONNECTED DISABILITY

- 23.01** 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 leave subject to the conditions and limitations specified in this Article.
- 23.02** Definition (as used in this Article)
- Days** - for purposes of this Article, shall mean calendar days.
- 23.03** Bargaining unit members injured on duty and, according to the Sheriff, are unable to perform the essential functions of their job, shall be allowed up to ninety (90) days of workers' compensation leave during which the bargaining unit member shall be allowed to use accrued leave to supplement their pay up to eighty (80) hours per pay period. Unit members are responsible for promptly providing the Human Resources office with physician's evaluations while on workers' compensation leave.
- 23.04** Bargaining unit members who are maliciously or intentionally injured while acting in the course of employment as provided in FS Section 440.15(11) will remain in full-pay status based on his base compensation rather than being required to use any accrued benefits.
- 23.05** At the conclusion of the ninety (90) day workers' compensation leave, the Sheriff may, at his discretion, grant up to an additional ninety (90) day period of workers' compensation leave. This benefit shall be afforded to bargaining unit members only once during a twelve-month period, absent extenuating circumstances as determined by the Sheriff.
- 23.06** If the bargaining unit member is eligible for Family Medical Leave, the workers' compensation leave beyond the initial thirty (30) days shall run concurrent with Family Medical Leave.
- 23.07** During the ninety (90) or one hundred eighty (180) day period, accrued leave to supplement pay shall be used in the following order: 1) sick leave; 2) compensatory time, 3) emergency time, 4) holiday leave; and 5) annual leave.
- 23.08** If at any time during workers' compensation leave, documentation from the bargaining unit member's treating physician indicates that the unit member's prognosis for return to full duty is beyond one hundred eighty (180) days or

indeterminable, the Sheriff may elect to medically separate the unit member without prejudice.

- 23.09** Where a unit member is eligible for workers' compensation leave and is temporarily unable to perform his normal work duties, the Sheriff or his designee shall give due consideration to any request by the unit member to be temporarily assigned alternate duties within the unit member's medical restrictions. This shall have no effect on the Sheriff's ability to make a different assignment based upon current medical opinion.
- 23.10** Approved alternate duty is not to exceed a period of sixty (60) days. In the event that the unit member should need a brief extension before the unit member can return to full duty, not to exceed 7 days, the Sheriff will have the discretion to extend beyond the sixty (60) days.
- 23.11** The period of time the unit member serves in an alternate duty capacity shall be considered workers' compensation leave for purposes of the Sheriff considering a medical separation.
- 23.12** The work schedule for alternate duty shall be the normal work schedule required by the alternate duty position at the discretion of the Unit Supervisor.
- 23.13** Upon a bargaining unit member's return to duty from a job related injury or illness, all medical related appointments and/or treatments that occur during normal working hours shall be charged to unit member's accrued sick leave balance or other accrued leave if sick leave is not available.
- 23.14** Bargaining unit members shall make every effort to schedule medical related appointments and/or treatments during non-working hours so as to minimize disruption to the operation.
- 23.15** Any unit member assigned a department issued vehicle who is using any form of leave exceeding ten (10) working days is required to notify their supervisor who will direct the unit member to park their vehicle at the closest precinct for the duration of the leave. Once the unit member has obtained a release to return to work, the supervisor will contact the unit member concerning vehicle reassignment.
- 23.16** Where a unit member suffers an injury or illness in the line of duty, and is permanently unable to perform his normal work duties, the Sheriff or his designee shall attempt to reasonably accommodate any written request by the unit member to be assigned to a different vacant position in a different classification within the unit member's medical restrictions.

## Article 24

### NON-JOB RELATED LIGHT DUTY

### NON-JOB RELATED ILLNESS / INJURY OR PREGNANCY

- 24.01** Unit members with non-job related injuries or illnesses have the option to request a light duty assignment for a period of up to sixty (60) days. Light duty assignments may be authorized with the approval of a Chief Officer or designee. In the event that the unit member should need a brief extension before the unit member can return to full duty, not to exceed 7 days, the Sheriff will have the discretion to extend beyond the sixty (60) days.
- 24.02** Medical clearance by the treating physician must be submitted to the Human Resources Office prior to beginning a light duty assignment.
- 24.03** Where a unit member is temporarily unable to perform his normal work duties due to non-job related illness or injury, but is given a reasonable prognosis to return to full duty within the near future, the Sheriff or his designee shall give due consideration to any request by the unit member to be temporarily assigned duties within the unit member's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon the current medical opinion.
- 24.04** A pregnant unit member whose physician certifies that she should not continue working the field shall be placed in a light duty position with no loss in pay, provided a position is available for placement. The pregnant unit member will be permitted to be on light duty for the duration of the pregnancy.
- 24.05** The work schedule for light duty shall be the normal work schedule required by the light duty position at the discretion of the Unit Supervisor.
- 24.06** If the unit member is assigned a department issued vehicle, the unit member will not use the assigned vehicle during the 60-day light duty assignment or any portion of the leave period without receiving medical clearance to operate a motor vehicle by the treating physician and approval from a Chief Officer. The clearance must be submitted in writing to the Human Resources Office via the unit member's chain of command prior to the use of the vehicle during the light duty assignment or associated leave period.



## Article 25

### WORKDAY, WORKWEEK AND OVERTIME

#### 25.01 Purpose

The purpose of this Article is to outline the rules regarding the compensation of personnel for hours worked in the designated 14-day pay period cycle in accordance with the provisions of the Fair Labor Standards Act (FLSA).

#### 25.02 Definitions (as used in this Article)

- A. **Compensatory Time** - Paid time off the job that is earned and accrued by an employee instead of immediate cash payment for working overtime hours.
- B. **FLSA** – The Fair Labor Standards Act, a federal law that establishes the standard for work hours and compensation regulations for employees whose positions are considered non-exempt.
- C. **Non-Exempt Personnel** - Unit members who are in positions governed by the FLSA. Non-exempt personnel receive overtime compensation in accordance with the provisions of the FLSA.
- D. **Overtime** - Time and one half the unit member's regular rate of pay for all time worked in excess of eighty (80) hours.
- E. **Pay Period** - The pay period shall begin on Saturday at 00:00 hours and continue for fourteen (14) consecutive days until Friday 23:59 hours.

#### 25.03 Overtime Calculation

All hours worked in excess of eighty (80) hours in an established fourteen (14) day pay period shall be considered overtime and shall be compensated by payment at time and one half the unit member's regular rate of pay. Any and all leave taken shall not be considered as hours worked for purposes of calculating entitlement to overtime. For purposes of this Section, holiday hours used by unit members specifically for Agency observed holidays or actual holidays, whichever is applicable, shall count as hours worked for purposes of calculating entitlement to overtime.

#### 25.04 Compensatory Time Calculation

- A. At the unit member's option, compensatory leave equal to one and one half times the number of hours worked in excess of eighty (80) hours may be credited to the unit member's compensatory leave bank, within the caps

established within this Agreement. Within a pay period a unit member can either elect to comp time or be paid overtime.

- B. See Article 20, Section G, referencing compensatory leave accrual and usage.

**25.05 Normal Work Schedule**

- A. Scheduling is at the discretion of the Sheriff. In the event the Sheriff determines a change in shift schedules is necessary, the Sheriff will provide in writing 60-day notice to all unit members affected by the change in shift schedules, unless waived by a majority of the affected unit members. Shift schedule changes under this Article are intended to be at a unit, division, or precinct-wide level and not intended for individual unit members.
- B. Time spent by unit members attending roll call, fueling or otherwise maintaining an assigned agency vehicle, during their regularly designated work shift, shall be considered time worked for purposes of determining overtime.

**25.06 Declared Emergency Conditions**

For accrual and usage of Emergency Leave see Article 20, Section H.

**25.07 Flex Time**

Flex time shall only be utilized where mutually agreed to between the unit member and his/her supervisor. In exceptional circumstances however, and within an eighty (80) hour work period, a unit member shall be directed to use flex time by a command-level supervisor when the unit member has been previously advised of an abuse of overtime.

## Article 26

### COURT APPEARANCES, ON-CALL AND RE-CALL

#### 26.01 Court Appearances

- A. Except as provided herein, the Sheriff and the Association agree that time spent in traveling to and from job related court related appearances as well as attending such appearances shall be considered as time worked.
- B. If a unit member is subpoenaed to appear as a witness in a job-related court case, not during the unit member's regularly assigned work hours, the unit member shall be credited for actual time worked, or a minimum of two (2) hours, whichever is greater.
- C. A unit member who is required by subpoenas, not during the unit member's regularly assigned work hours, to appear more than once during a day will receive an additional two (2) hour minimum as long as the second subpoena requires the bargaining unit member's appearance one hour or more from the release from the first subpoena. If it is less than one hour from the release from the first subpoena then it will be paid as continuous time. This provision is limited to two (2) appearance minimums daily.

#### 26.02 Call-Back Time

- A. Unit members who have left the workplace and who are ordered or otherwise directed to physically return to work more than one hour after completing their scheduled shifts shall be paid a minimum of two (2) hours. Unit members physically called back to work less than one hour after completing their scheduled shifts shall be paid for all time commencing from the completion of their previously completed shift, except in those circumstances described in section B. This section shall also apply when a unit member is required to provide a statement to an investigative unit at a time which begins more than two (2) hours before his scheduled shift or more than one (1) hour after his scheduled shift is completed.
- B. This provision shall not apply in those instances when the call-back time commences two (2) hours or less prior to, or runs continuously with, the unit member's regular shift or where the unit member is physically called back to work to correct his own error or omission which cannot wait until the unit member's next shift. In such instances, the unit member shall be compensated for such time worked at the appropriate rate.

## **Article 27**

### **WAGES**

#### **27.01 Step Increases**

- A. Subject to approved funding by the Board of County Commissioners, for Fiscal Year 2019-2020, on February 8, 2020, unit member will be placed in a step in the Salary Step Plan according to their years of service and will receive the salary in accordance with the Salary Step Plan as provided in Appendix C. Each member who is in the top step of their respective step plan will receive a Lump Sum Payment in Lieu of a Step Increase in accordance with Section 27.02 of this Article.
- B. Subject to approved funding by the Board of County Commissioners, for Fiscal Year 2020-2021, on February 6, 2021, unit members will advance one step in the Salary Step Plan and will receive the salary in accordance with the Salary Step Plan as provided in Appendix C.
1. For those unit members with less than twelve (12) months continuous service in the job class, each unit member will advance one (1) step in their respective Step Plan on the first full pay period beginning after the completion of twelve (12) months continuous service in the job class.
  2. Each unit member who is in the top step of their respective step plan will receive a Lump Sum Payment in Lieu of a Step Increase in accordance with Section 27.02 of this Article.
- C. Subject to approved funding by the Board of County Commissioners, for Fiscal Year 2021-2022, on February 5, 2022, unit members will advance one step in the Salary Step Plan and will receive the salary in accordance with the Salary Step Plan as provided in Appendix C.
1. For those unit members with less than twelve (12) months continuous service in the job class, each unit member will advance one (1) step in their respective Step Plan on the first full pay period beginning after the completion of twelve (12) months continuous service in the job class.
  2. Each unit member who is in the top step of the respective step plan will receive a Lump Sum Payment in Lieu of a Step Increase in accordance with Section 27.02 of this Article.

#### **27.02 Lump Sum Payment in Lieu of a Step Increase**

Lump sum payments in lieu of a step increase will be made according to the following:

Sergeant: \$1,700.00

Lieutenant: \$1,800.00

### **27.03 Shift Differential Pay**

1. Unit members who work a permanent 12-hour day shift schedule shall receive a \$0.50 per hour increase above the base rate of pay for their respective step. A permanent 12-hour day shift assignment is defined as a shift of 0600 hours to 1815 hours on each work day of the pay period.
2. Unit members who work a permanent 12-hour midnight shift schedule shall receive a \$0.75 per hour increase above the base rate of pay for their respective step. A permanent 12-hour midnight shift assignment is defined as a shift of 1800 hours to 0615 hours on each work day of the pay period.
3. Only unit members performing Correctional Sergeant/Lieutenant functions are eligible for 12-hour Shift Differential Pay.
4. Unit members working an alternate or adjusted duty schedule where the schedule is not a permanent 12-hour shift shall not receive shift differential pay.
5. For the purpose of this Article, Shift Differential Pay is treated as an Assignment Pay, referring to the extra compensation unit members receive for being assigned to work a permanent 12-hour shift as specifically defined within this Article. Transfer from a permanent 12-hour shift, which results in the removal of Shift Differential Pay is not a demotion.

### **27.04 Assignment Pay, Career Incentive Course Pay and Education Pay**

- A. Any unit member who has been placed in a specialized assignment will receive an assignment pay, to be paid per pay period, while performing duties for the specialized unit. All unit members will be limited to two (2) assignments. In special circumstances, the Sheriff may consider and authorize additional assignments. Any decision by the Sheriff to appoint unit members to assignments, or to remove unit members from assignments and thereby lose their assignment pay, shall be at the Sheriff's sole discretion and not be subject to the grievance procedures contained in this Agreement. Assignments, associated assignment pay, assignment vehicles and assignment equipment are not employment property rights or entitlements. The assignment pay will be provided in accordance with the following schedule:

Dive Team	\$50.00 bi-weekly
Honor Guard	\$50.00 bi-weekly
Corrections Response Team (CRT)	\$50.00 bi-weekly
K-9 Unit	\$50.00 bi-weekly
Career Development Supervisor	\$50.00 bi-weekly
Transportation Supervisor	\$32.70 bi-weekly

B. The current pay for career incentive courses and education will continue as outlined in FS 943.22, except as provided herein. Supporting documentation must be provided in order to receive payment for courses and educational degrees. A certificate showing completion of the approved career incentive courses and an official transcript showing the type of degree and the date the degree was awarded are considered supporting documentation. Payment for career incentive courses and degrees consist of the following:

<u>Type of Salary Incentive/Training</u>	<u>Maximum Payment Per Month</u>
Basic/Recruit Training	\$25 (Certified prior to 07/01/80)
Career/Advanced Training Courses	\$120 maximum (without a degree)
<u>Education</u>	
• Two Year Degree	\$30/month
• Four Year Degree	\$80/month (\$30 plus \$50)
• Graduate Degree (Master)	\$100/month (\$30 plus \$50 plus \$20)
• Combination Education and Training	\$150 maximum

**27.05 Demotions/Reclassifications**

A. Unit members who are demoted or reclassified to a lower rank will be placed into the corresponding step of their new rank based on the years of service in that rank or above with the applicable increase or decrease to salary. Unit members will receive credit for all years of service with BCSO for that rank and higher ranks to include command/exempt ranks. This provision will not apply to those who have retired, resigned or otherwise separated from the agency and are seeking reemployment with the agency.

**27.07** All future wage increases of any nature (including step increases, shift differential, adjustments and increase upon completion of 12 months continuous service in job class), agency-wide wage increases and Lump Sum Payments in Lieu of a Step Increase and beyond September 30, 2022, shall be subject to negotiations by the parties and subject to Board of County Commissioner approved funding.

## **Article 28**

### **EQUIPMENT AND CLOTHING**

#### **28.01 Accessories and Equipment**

The Sheriff will provide the following minimum requirements:

- A. Handcuffs/holder, cool weather jacket, badge, ID case, name badge, inner belt, outer belt, and CPR kit.
- B. Hand-held radio, charger and appropriate holder.
- C. The Sheriff shall provide training in the appropriate use for all assigned equipment.

#### **28.02 Clothing Allowance**

- A. Unit members assigned to divisions that require a uniform shall have the uniforms provided by the Sheriff.
- B. The cleaning and alterations of uniforms and non-uniformed assignment dress clothing shall be done at a laundry service provided by the unit member at no cost to the Sheriff.
- C. All unit members on the Sheriff's payroll in the first full pay period after October 1st shall receive an annual clothing stipend of \$120 to be used for the following purposes:
  - 1. Purchasing shoes and/or boots; or
  - 2. Cleaning and/or altering of clothing utilized by unit members to fulfill the Agency's mission.

#### **28.03 Award Program**

The Sheriff agrees to promote a program of recognition awards for unit members as provided in BCSO Policies/Procedures.

#### **28.04 Retirement Award**

- A. When a bargaining unit member meets the age or length of service provisions of the Florida Retirement System (FRS) and after completing ten (10) continuous years with the BCSO, honorably and in good standing, the unit member may be presented his badge and an identification card clearly marked "RETIRED".
- B. When a bargaining unit member meets the age or length of service provisions of the Florida Retirement System with at least twenty-five (25) years of continuous sworn full-time corrections service with the BCSO, honorably and in good standing, the unit member may be presented his service handgun, if one had been issued as part of the unit member's equipment, in accordance with Florida Statute.

**Article 29**  
**INSURANCE BENEFITS**

**29.01 Health Insurance Program**

The Sheriff agrees to provide a health and major medical insurance program that unit members will be eligible to participate in on the basis of either a single or family plan. The Brevard County Sheriff's Office shall furnish full time unit members such group health insurance as is authorized by the Board of County Commissioners of Brevard County. The unit member and Brevard County Sheriff's Office premiums for health insurance and optional vision, dental, disability and life 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) by the Board of County Commissioners. 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.

**29.02 Committee Participation**

During the review period whereby the Board of County Commissioners is evaluation/negotiating premiums, deductibles, co-payments and/or benefits with a provider(s), the Association will be notified by the Sheriff of any changes proposed by the County of a substantial nature in the scope of coverage, amount of coverage or increased amounts to be paid by unit members within a reasonable period of time prior to implementation in order for the Association to provide the County with any comments or concerns.

**29.03 Retirement**

Upon retirement, a unit member shall be entitled to convert to the retiree group health insurance policy in accordance with the terms and conditions of the policy as established by the Board of County Commissioners.

**29.04 Grievance**

If a unit member is discharged or suspended, and the unit member files a grievance or follows the grievance procedure as set forth in this Agreement, the



Brevard County Sheriff's Office shall continue that unit member's health and life insurance coverage, as is, until final disposition of the grievance process.

**29.05** Life Insurance

The Brevard County Sheriff's Office shall maintain such life insurance policies for all unit members covered by the Agreement as established and authorized by the Board of County Commissioners and the Statutes of the State of Florida.

**Article 30**  
TRAVEL EXPENSES

**30.01** The purpose of this section is to adopt required procedures for utilization of Meal Reimbursement and Travel in accordance with BCSO Policy/Procedure 200.29 and Florida state law.

## Article 31

### DRUG TESTING AND FITNESS FOR DUTY

- 31.01** The purpose of this section is to adopt required procedures for Drug and Alcohol Testing in accordance with BCSO Policy/Procedure 300.39. The BCSO recognizes that a unit member's health affects personal job performance as well as the performance and job safety of other unit members and citizens. Therefore, the Sheriff has an obligation to employees and citizens, and must take the initiative to prevent alcohol and other drug abuse from entering or continue to exist within our workforce, by better maintaining unit members' reliability and providing a healthier, safer, and more secure work environment and community.
- 31.02** It is the policy of the Brevard County Sheriff's Office to ensure all personnel are capable of performing assigned duties. Physical fitness, medical or psychological examinations may be requested by the Sheriff or designee (at no cost to the unit member) to determine fitness for duty should there be any reason to believe a unit member is either incapable of performing required job functions or may be at risk or place others at risk due to physical, medical, or psychological reasons. Unit members shall understand that these types of evaluations are not considered to be covered under the psychologist/patient privilege and are subject to disclosure to the unit member's chain of command and others consistent with FS Chapters 90 and 119.
- 31.03** The Sheriff may immediately terminate any bargaining unit member who tests positive for illicit controlled drug/substance, or alcohol, or who refuses to submit to a drug or alcohol test; provided, however, that if the positive drug test is due to the presence of a controlled prescription (medication) drug, the employee shall be placed on administrative leave with pay, noticed of an internal affairs investigation and afforded the right to a pre-deprivation/pre-termination hearing prior to disciplinary action, if any, being taken.

## Article 32

### STRIKE PROHIBITION AND WORK REQUIREMENTS

- 32.01** The Association will not, under any circumstances or for any reason, call, encourage, authorize or ratify any strike, slowdown or concerted abuse of sick leave against the BCSO.
- 32.02** The Association will also not engage in such activities in sympathy for or in support of any other unit member(s) or union.
- 32.03** The Association shall be responsible for any act alleged to constitute a breach of this Article if the Association or any of its officers instigated, authorized, condoned, sanctioned or ratified such action unless the president immediately disavows such actions.
- 32.04** The unit members will not, under any circumstances or for any reason, call or encourage any strike, slowdown or concerted abuse of sick leave against the BCSO. The unit members will not engage in such activities in sympathy for or in support of any other employees or union.
- 32.05** Any alleged violation of this Article shall be resolved in a court or agency of competent jurisdiction and shall not be subject to the grievance procedure under this contract; provided, however, the issue of whether a unit member engaged in any prohibited activities, and the level of shall be subject to the grievance procedure of this Agreement.

## **Article 33**

### **PREVAILING RIGHTS**

- 33.01** All sections of BCSO's Policies/Procedures, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Policies/Procedures and the Agreement, in which case this Agreement shall apply.
- 33.02** All pay, benefit provisions and terms and conditions of employment in BCSO Policies/Procedures or as a custom or practice which covers unit members in the bargaining unit and are not specifically provided for or modified by this Agreement, shall continue in effect during the term of this Agreement, unless mutually agreed to by the parties.
- 33.03** Those BCSO Policies/Procedures not related to wages, hours of work or terms and conditions of employment shall be formulated and implemented by the BCSO as deemed reasonably necessary for the operation of the BCSO.

## **Article 34**

### **MEMORANDUM OF UNDERSTANDING/SETTLEMENTS**

**34.01** The Parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended.

**34.02** Under such circumstances, the Association is specifically authorized by unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

**Article 35**  
**PROMOTIONS**

**35.01** General

The Sheriff's Office shall provide unit members with a fair, competitive, and effective promotional process.

**35.02** Definitions (as used in this Article)

- A. Accredited College** –An organization recognized by both the Council for Higher Education (CHEA) and the US Department of Education (USDE).
- B. Break in Service** –When the member separates from the job class, the agency, or any unauthorized leave of absence.
- C. College Degree or Equivalent** –Graduation from an accredited community college or successful completion of 60 semester hours or 90 quarter hours and eligibility to receive an associate degree; provided however that to qualify as equivalent, a letter from the awarding accredited college shall be submitted to the agency stating that the hours completed by the deputy are equivalent to a two-year degree and would qualify the deputy for a degree if the college had a two-year degree program.
- D. Correctional Promotional Scoresheet** – Form used by Human Resources and Career Development to record and tabulate points credited to Sergeant and Lieutenant candidates during the promotional testing process.
- E. Retired** – A unit member who has retired from the Brevard County Sheriff's Office under either the age or length of service provision of the Florida Retirement System.
- F. Specialty Unit** – As used in this Article, the term "specialty unit" shall mean those units specifically identified in Article 27 (27.04 (A) Assignment Pay) of the current Corrections Deputy and Corrections Supervisor Agreements.

**35.03** Sergeant/Lieutenant Eligible Candidate

- A.** A Sergeant candidate must have at least seven (7) years of service as a full time BCSO Corrections Deputy with no break in service, or at least five (5) years of service as a full-time BCSO Corrections Deputy with no break in service and a two (2) year or greater college degree or equivalent from an accredited college, or at least four (4) years of services as a full-time BCSO Corrections Deputy with no break in service and a four (4) year degree from an accredited college.

- B. A Lieutenant candidate is eligible for promotion if he or she meets one of the following:
1. Must have five (5) years of service as a full-time BCSO Correctional Officer Sergeant with no break in service and a two (2) year or greater college degree or equivalent from an accredited college; or
  2. At least three (3) years of service as a full-time BCSO Corrections Deputy Sergeant with no break in service and at least a four (4) year or greater college degree from an accredited college; or
  3. At least five (5) years of service as a full-time BCSO Corrections Deputy Sergeant with no break in service and written verification that he or she is currently enrolled in an accredited college in a two-year degree seeking program; provided, however, that lieutenant candidates meeting this criteria and who successfully complete the promotional process and are placed on the eligibility list shall not be eligible for promotion until such time as he or she actually is conferred a degree or equivalent from an accredited college.
- C. Candidates who have received formal disciplinary actions resulting in a suspension or demotion six (6) months prior to the last day of the month in which the written exam is held are ineligible to participate.
- D. Unit members must meet all requirements by the last day of the month in which the exam is held.
- E. If there is a current internal investigation or disciplinary appeal pending, the candidate may take the exam. If the investigation or appeal is sustained and results in a suspension or demotion, the candidate will not be placed on the promotional list or be eligible for promotion.

#### **35.04 Promotional Provisions**

- A. No compensation shall be provided for any time spent participating as a candidate in the promotional process. Any activities relating to the promotional process are voluntary, such as studying for tests, taking tests, reviewing tests, preparing challenges, participating in the orientation, practicing or participating in the physical abilities assessment or firearm proficiency, etc. must be done on the unit member's own time. If any such promotional activities occur during the unit member's scheduled work time, the unit member must use approved leave time for such activities.



- B. A candidate's failure to participate in or complete any section or phase of the process will be considered to have voluntarily withdrawn from the entire promotional process and will not be placed on the eligibility list for promotional consideration.
- C. The following standards shall be applied to the promotional process for the classifications identified in Section 35.01:
1. The Human Resources Manager or designee shall notify all eligible candidates through BCSO email for the promotional process forty-four (44) calendar days prior to the process. Each candidate then will be responsible for responding to the notification in writing, within fourteen (14) calendar days stating that they wish to participate in the process.
  2. Thirty (30) calendar days prior to each promotional written examination, the BCSO shall provide eligible unit members a study guide and the date/time for the examination. Ten (10) calendar days prior to each promotional written examination, the BCSO shall offer eligible unit members a thirty (30) minute voluntary orientation. The BCSO shall also notify the unit members of methods of tests to be used, sources to be studied, and the weight of the test instruments to be used for developing the final score.
  3. The Sheriff and Association shall by joint agreement select a Test Liaison from the respective bargaining unit rank for the respective promotional process (classified sergeant for sergeant promotional process/classified lieutenant for lieutenant promotional process) to assist in the promotional process in contextual issues for questions, information gathering as needed for question construction, and serve as a subject matter expert on the environmental factors for the BCSO. The Sheriff or designee shall review the examination and process prior to administration for relevancy and accuracy.
  4. Candidates will be permitted to review a copy of their completed examination. The review period will be announced and scheduled following the administration of the examination and shall provide at least five (5) business days for unit members to complete this review. Candidates must file, in writing, any challenge concerning examination questions during the five (5) business day review period and direct such

challenge to the Career Development Supervisor and Test Liaison. Note taking is permitted, however, no reproductions will be made during the review. Successful challenges will result in an adjustment in the scoring of the challenger and any other candidate that would have resulted in an adjustment. Any adjustments in scoring shall be made prior to publishing the examination results and shall not be subject to review under the grievance procedure set forth in Article 6 of this Agreement.

**35.05 Correctional Sergeant / Correctional Lieutenant Promotions**

- A. The written exam shall be a technical knowledge test, supervisory in nature that measures job-related functions, responsibilities and information, such as agency policy & procedures, Florida Model Jail Standards, Jail Complex policy and procedures and contractual agreements. Exams may be subject to time limits. Exams shall have a minimum of fifty (50) questions in multiple-choice, true/false, or fill in the blank format. Exams may be all or in part open source. If the identification of a source is required to answer a test question correctly, the source shall be given in the body of the question, except in the case of an open resource exam.
  - 1. All unit members must pass the written exam with a score of 78 or better to continue in the process. Applicable Veteran's Promotional Preference augmented points will be applied to passing scores. The Human Resources Manager or designee will notify all unit members who participated in the written examination within three (3) business days of their score.
- B. Within seven (7) business days following the certification and publication of the written examination results, the Career Development Unit will complete the voluntary physical assessment and voluntary firearm proficiency, which are optional in phase 2 and defined below in 35.05 (C).
- C. Phase 2 of the promotional process is the tabulation of points from the Correctional Promotional Scoresheet, using the following methodology:
  - 1. Service Points: Service points are calculated on the successful completion of a year of service as indicated by the effective dates listed on the employee's personnel action forms. Total years are used to calculate points, which is the calculation of a combination of all years, regardless of any break in service not related to retirement. Service points are not

prorated, rounded, averaged or calculated for partial years of service. (Example, the candidate has 10 years and 11 months of service. The candidate will receive service points for 10 completed years of service.) Points will not be awarded for time spent in any Temporary Duty Assignment (TDY).

- a. Candidate receives .1 point for every year of service completed as a full-time BCSO corrections deputy with a maximum of 3 points. For candidates who are retired from the BCSO, years of service prior to retirement are not included.
- b. Candidate receives .2 points for every year of service completed as a BCSO FDLE registered dual sworn deputy. Candidates shall not receive more than .8 points.
- c. Candidate receives .2 points for every year completed in a specialty unit with a maximum of 3 points. The total is a combination of time including all dates of service in all specialty units, regardless of any breaks in assignment. For candidates who are retired from the BCSO, previous service in specialty units prior to retirement is not included.
- d. Candidate receives .25 points for every year completed in the field training officer (FTO) and/or corporal assignment with a maximum of 3 points. The total is a combination of time including all dates of service in the FTO and/or corporal assignment, regardless of any breaks in FTO and/or corporal assignment service. For candidates who are retired from the BCSO, previous service in a FTO and/or corporal assignment prior to retirement is not included.
- e. Candidates testing for Lieutenant will receives .2 points for every year completed in the rank of Corrections Sergeant with a maximum of 2 points. For candidates who are retired from the BCSO, previous service in the rank of Sergeant prior to retirement is not included.

## 2. Previous Corrections Experience

Candidate receives 1 point for every year of previous service completed as a full-time corrections deputy/officer with another correctional agency. Candidates shall not receive more than one (1) point.

## 3. Military Service Points

Candidates who are current military service members or who were a military service member that received an honorable or medical discharge receives .4 points

4. Higher Education Points

Candidate receives a maximum of .2 points for an AA, AS, or AAS, a maximum of .6 points for BA or BS, or a maximum of 1 points for MA or MS, for the highest degree earned only.

5. Advanced FDLE Training Points

Candidate receives .1 point for every 40 hours of CJSTC approved Advanced Training Courses, as designated in the FDLE CJSTC curriculum. Candidates may not receive more than .5 points.

a. Sergeant candidates can receive an additional .2 points for the successful completion of Line Supervision.

b. Lieutenant candidates can receive an additional .2 points each for the successful completion of Line Supervision and/or Middle Management. .

6. Test Score Points

Candidate receives points equal to half (1/2) their written examination score. Applicable Veteran's Promotional Preference augmented points will be applied to passing scores

7. Optional Points

Candidates may receive additional points for scores received by participating in the voluntary physical abilities assessment and voluntary firearm proficiency. Candidates must submit a completed Physician's Clearance Form (CDU 17) prior to voluntarily participating in the physical abilities assessment. Any costs associated with the completion of CDU 17 is at the expense of the employee.

Possible points:

- **PAT Time:** Times of 3:59 and under will receive .5 points; time of 4:00 to 5:00 minutes will receive .25 points.
- **Firearm Score:** Scores of 39 to 40 will receive .5 points.

A. Within two (2) business days after upon conclusion of the voluntary physical assessment and voluntary firearm proficiency testing, the Human Resources Manager or designee will supply each candidate with a Correctional

Services Promotional Scoresheet identifying and showing points given as determined by the employee's official personnel and training files. Each candidate will have five (5) business days to review their scoresheet and provide the Human Resources Manager with any potential discrepancies. Within seven (7) business days, the Human Resources Manager or designee will review all potential discrepancies, respond to candidates with a final decision, and provide a corrected scoresheet if applicable.

### **35.06 Eligibility List**

- A. An eligibility list shall be created utilizing the candidate's overall point tabulation. Applicable Veteran's Promotional Preference augmented points will be applied to overall scores. The scores will be certified by the Sheriff or designee with the posting of the eligibility list and a notice to the participants. The posting and notice shall occur once the list has been certified. The list shall be in descending order starting with the highest scoring candidate. If there is a tie of total scores between candidates, the following criteria shall be utilized to break the tie, in order of priority:
1. Time within the classification;
  2. Time as a sworn corrections deputy;
  3. Written examination score;
  4. Coin flip.
- B. Promotional Selection Process: The Sheriff may fill a position using the top ten (10) candidates on the promotional eligibility list. The Sheriff may select any of the top ten (10) candidates for promotion for no stated reason.
1. The Sheriff may pass over those not available, to the extent as provided by law.
  2. No candidate shall be passed over more than ten (10) times during a valid, certified promotional eligibility list as defined in Section 35.06(E). The passing over of a candidate as a result of compliance with F.S. 295.09 Promotion Preference is not considered a passover of an eligible candidate as defined in 35.06(A). Those candidates passed over do not include those candidates who have not met the educational requirement as set forth in Section 35.03(B)(3), those candidates who have voluntarily requested to be passed over as set forth in Section 35.06(C), those candidates passed over because they were unavailable as set forth in

Section 35.06(B)(1), and/or those candidates who were demoted or suspended as set forth in Section 35.06(F).

3. Any person who is passed over shall remain on the list in their current position, and the Sheriff shall, upon candidate's request, meet with the unit member to discuss the reasons why the unit member has been passed over.
- C. Any vacant position that is to be filled by a promotion shall be filled utilizing the promotional eligibility list valid at the time the vacancy occurred. Vacancies shall be filled within ninety (90) business days; provided, however, that the ninety (90) business day period may be suspended upon written declaration by the Sheriff to the Association that a financial emergency exists and the nature of the emergency. An eligible candidate may ask to be passed over for promotion if selected for promotion by the Sheriff during the valid eligibility list time period, without adverse effects or loss of position on the list.
- D. The Sheriff's promotional decision may not be appealed through the grievance procedure in this Agreement; provided, however, that any procedural violation in the promotional process or the Sheriff's decision to declare a financial emergency may be subject to grievance under Article 6 of this Agreement.
- E. The Eligibility List will be valid for twenty-four (24) months from the date of certification. The eligibility list will be considered expired when there are two (2) or less candidates on the list (as specifically related to the Lieutenant process, a candidate who has not met the educational requirement as set forth in Section 35.03(B)(3) shall not be included in this calculation). However, the Sheriff reserves the right to promote a remaining candidate from the list during the interim period of creating and certifying a new eligibility list.
- F. Any unit member on the eligibility list who is suspended without pay or demoted will no longer be eligible for consideration for the duration of the promotional list.
- G. Once a list has expired under the terms of Section 35.06(E), the Sheriff will have one year to begin the promotional process in order to establish a new eligibility list.

H. For the purposes of 35.06(B), the selection process will be effective for all existing certified promotional eligibility lists.

**35.07 Promotional Process Records Retention**

The promotional process records to include data used to monitor and evaluate adverse impact will be maintained on file within the Human Resources Unit. All materials, when not in use, will be stored in a secure area. The Human Resources Manager will be responsible for the storage and maintenance of all related material.

## Article 36

### PHYSICAL FITNESS AND VOLUNTARY PHYSICAL ABILITIES TEST


- 36.01** The BCSO recognizes that an employee's health affects personal job performance as well as the performance and job safety of other employees and citizens. Unit members must be physically capable of performing their job duties and the physical requirements set forth in each class job description.
- 36.02** The Physical Abilities Test (PAT) is a tool used by the BCSO to assess the physical abilities of a Corrections Deputy. The PAT is a timed battery of job related tests with a passing score of 06:04 or less. PAT standards are based upon those utilized by the Florida Department of Law Enforcement and reflect the 15 physical attributes identified as essential job functions and job-related skills, ranging from finger dexterity to muscular endurance.
- 36.03** The PAT program is administered by the Career Development Unit. Unit members may test or practice throughout the year during regularly scheduled dates. A completed PAT Physician's Clearance form (CDU 17) must be submitted prior to participating in the PAT test or practice. Any costs associated with the completion of a CDU 17 is at the expense of the employee. Time spent testing and practicing the PAT is not considered compensable time.
- 36.04** Voluntary Wellness PAT Incentive
- A. A unit member who has completed the PAT with a score between 04:00 – 06:04 within a one-year period beginning December 1<sup>st</sup> and ending November 30<sup>th</sup> is entitled to \$100.00 bonus.
  - B. A unit member who has completed the PAT with a score of 03:59 or less within a one-year period beginning December 1<sup>st</sup> and ending November 30<sup>th</sup> is entitled to the bonus set forth in paragraph (A) above plus an additional \$50.00 bonus.
  - C. Pre-employment PAT tests are not a qualifier or eligible for this incentive.
  - D. To receive the incentive, unit members must provide their PAT score, verified by the Career Development Unit, to the Finance Unit by December 15<sup>th</sup> of each respective year.




**Article 37**  
**DURATION**

- 37.01** This Agreement shall be effective July 1, 2019, and shall continue in full force and effect until June 30, 2022; provided however, that re-opener over Article 27 (Wages) only shall commence in any fiscal year of this contract that the Board of County Commissioners does not approve funding for the wage increase.
- 37.02** Upon written notice to either party, negotiations for a succeeding Agreement will commence within a reasonable time. Upon expiration of this Agreement, there will be no changes in wages or benefits until the parties have reached agreement on a new contract, or until the statutory impasse procedures have been exhausted.

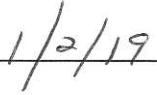
  
\_\_\_\_\_  
Wayne Ivey, Sheriff  
Brevard County Sheriff's Office

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Al Boettjer  
Chief Negotiator for CFPBA

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Wayne Helsby  
Lead Negotiator for Sheriff

  
\_\_\_\_\_  
Date

## **APPENDIX A**

Positions included in bargaining unit:

### **Certification Number 1555**

All sworn personnel employed by the Brevard County Sheriff's Office Corrections Division holding the classifications of Correctional Sergeant and Correctional Lieutenant.

**APPENDIX B**

Authorization To Deduct

COASTAL FLORIDA POLICE BENOVOLENT ASSOCIATION, INC

AUTHORIZATION TO DEDUCT

I hereby assign to Coast Florida Police Benevolent Association, from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the Association and become due to it as my membership dues in said Association. I authorize and direct you to deduct and withhold such amounts from my salary and to remit the same to said Association. I hereby waive all rights and claims to said monies deducted and transmitted in accordance with this authorization, and release my employer and all its officers from any liability therefore.

This assignment, authorization and direction shall be revocable any time upon thirty (30) days written notification to my employer and the Association.

Department \_\_\_\_\_

Name (Please Print) \_\_\_\_\_

Name (Signature) \_\_\_\_\_

Date \_\_\_\_\_ Social Security Number \_\_\_\_\_