

Corrections Collective Bargaining Agreement

between

The Brevard County Sheriff's Office

and

The Coastal Florida Police Benevolent Association, Inc.

Certification Number 1449 -Correctional Deputies & Correctional Corporals

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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 1449. 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 Article I, Section 6 of the Constitution of the State of Florida, 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 5;

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 unit members 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 1449.
- 1.02** Positions included in this Agreement are all sworn full-time Corrections Deputies and Corrections Corporals.
- 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**  
**DUES CHECKOFF**

**2.01 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 unit members in the bargaining unit with the PERC Certification Number 1449, who individually make such request on a written authorization form provided by the Association (Appendix A). 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 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.

**2.02 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.

**2.03 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.

**2.04 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 days written notice that they are terminating the prior authorization; (B) revoked pursuant to FS Section 447.507; or (C) termination of employment.

**2.05** Indemnification

The Association shall indemnify, defend and hold the Sheriff, its officers, officials, agents and unit members, 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 unit members 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.

**2.06** Dues Check Off Authorization Form

- A. The Authorization to Deduct Form (Appendix A) 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 days following the date of the unit member's signature.

### **Article 3**

#### **NO DISCRIMINATION**

- 3.01** 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 unit member will be discriminated against by the BCSO for engaging in authorized or protected activity, on behalf of the Association.
- 3.02** No unit member will be discriminated against on the basis of race, color, religion, sex (including pregnancy), childbirth or related conditions, gender identity and sexual orientation, national origin, age (over forty), disability, genetic information. The parties also recognize 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.
- 3.03** 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 4**

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

#### **4.01 Representation**

- A. Association Unit Representatives - For employees within the bargaining unit recognized under PERC certification number 1449, the Association shall select no more than four 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 and 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 Director an up-to-date listing of the Association Unit Representatives, Association Staff Representatives and Association Officers in 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 Director 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.

#### **4.02 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 Professional Standards personnel for an administrative investigation of a unit member's action.

#### **4.03 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) Five representatives from the Agency as designated by the Sheriff; and 3) 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.

#### **4.04 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 deputies or employees, nor shall any posted material violate or have the effect of violating any law, policy, or regulation. All requests to post material require the Human Resources Director's authorization. If a posting is rejected by the Human Resources Director, notice will be provided to the Sheriff and Association within ten 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.

#### **4.05 Electronic Mail**

- A. Unit representatives shall be allowed use of the BCSO electronic mail system to distribute association approved mass communication to unit members relating to the Association. All communications will be coordinated through the Sheriff or his designee.
- B. No 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.

#### **4.06 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.

#### **4.07 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, unit, 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 the agency and reason for separation.

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

- A. All policies and procedures governing BCSO employees shall be kept in a format accessible to all unit members.
- 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 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 5 of this Agreement.
- 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 calendar days after the Association is notified of the revision(s).

#### **4.09 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 1449 may consist of up to three unit 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 Director 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.

#### **4.10 PBA Business**

- A. At the request of the Association, for those unit members recognized under PERC certification number 1449, during the second full pay period in January of each calendar year, two 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, unit 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, at no cost, with a copy of the Association unit leave bank balance and unit member Association leave use upon request. 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.

#### **4.11 Association Social Media**

- A. The Association may operate or use social media site(s)/pages(s) to share or communicate Association information with BCSO members.
- B. All information or material to include images posted on or in any Association Social Media site(s)/page(s) shall be open to all BCSO unit members and not contain anything reflecting adversely on the BCSO, or any of its deputies or employees, contain profanity, nor shall any posted material violate or have the effect of violating any law, policy, procedure or regulation.

## Article 5

### GRIEVANCE AND ARBITRATION PROCEDURE

**5.01** 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.

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

A. **Petition** - 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 promptly notify the Sheriff's Human Resources Director of all unit representatives.

C. **Chief Officer** - shall mean the Undersheriff, Chief Deputy or Chief.

D. **Command-level Supervisor** - shall include the following: Undersheriff, Chief Deputy, Chief, Commander, Major, Chief Administrative Officer, Director or Manager, whichever is within the unit member's respective 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 be extended until the end of the next business day.

F. **Employee** - shall mean a bargaining unit member, a group of such bargaining 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 exclusions as noted in this Agreement.

**5.03** 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 a 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 Petition over a formal discipline issue. At the time of filing a petition 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.

#### **5.04 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 petition, grievance and/or arbitration.
- E. The unit member shall provide notice to the Sheriff or designee, of his intention to petition or grieve a suspension within ten 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 petition 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 are 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.

#### **5.05 Informal Grievance Procedure - Oral Discussion**

- A. A unit member or Association Representative having a grievance may, within five 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 an informal discussion, the unit member or Association Representative may, within five days after the date of that discussion, submit a formal grievance as outlined in Step One of the grievance procedure.

#### **5.06 Formal Grievance Procedure**

- A. Step One

1. In filing a grievance at Step One, the unit member or their designated representative shall; if there has not been an oral discussion grievance, submit the grievance to their command-level supervisor, within ten days following the occurrence of the event giving rise to the grievance, or five 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 their Association Representative, if any, within five days of receiving the grievance form.
4. The command-level supervisor will provide a written decision to the unit member and to the Association Representative, if any, within five days following receipt of the grievance form.
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 their designated Association Representative may submit a Step Two grievance, in writing, in accordance with their chain of command to the Undersheriff or Chief Officer within five 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 form must be submitted within ten days of the occurrence giving rise to the grievance.
4. The Undersheriff or Chief Officer shall, within seven 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 Undersheriff or Chief Officer shall communicate a decision in writing to the unit member and to the Association Staff Representative within seven 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 Undersheriff is out of town during the seven-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 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 days of the occurrence giving rise to the grievance.
4. The Sheriff shall meet with the unit member, within ten 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 designee shall communicate a decision in writing to the unit member and to the Association Staff Representative within ten 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-day window.

### **5.07 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 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 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 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 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-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 arbitrators for each grievance from which the Association and/or unit member and the Sheriff will mutually select one 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 F.S Chapter 682.
- H. The decision shall be final and binding on the Sheriff, the Association, the grievant(s), and the members in the bargaining unit.
- 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 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 the 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.

#### **5.08 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 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 hours of its return, or the grievance will be considered waived and withdrawn.

#### **5.09 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 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 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 Three in accordance with the Step grievance procedures.

## **Article 6**

### **INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION**

#### **6.01 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 deputy, the investigative procedures will be in accordance with FS Sections 122.531-535.
- 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 their 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.

#### **6.02 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 the 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 a 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 Professional Standards Unit and may be personally attended by no more than two interrogators. 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 they are not required to answer a hypothetical question, and they 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 they are 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, they 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 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 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 answer 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 does not preclude an interview at a later time concerning questions that were not covered during the first statement or to resolve a conflict that arises as a result of new or inconsistent 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 individuals from among the following:
  1. Association Staff Representative(s);
  2. Attorney(s);
  3. Other representative(s) of their choice.

Only one such representative may speak on behalf of the unit member 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 they have had an opportunity to obtain representation in accordance with this Article.

### **6.03 Unit Member 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 deputy, the statement shall be taken under oath to a BCSO sworn supervisor or assigned investigator/interrogator.
- 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.
- D. Should the complainant be truly anonymous, the supervisor receiving the complaint shall attest to that fact in writing, as part of the complaint submission.
- E. Anonymous allegations and allegations not made under oath shall not lead to a 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.
- F. 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 they are the subject of the investigation, or a witness of an investigation.
- G. 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 they are the subject of the investigation, the unit member or the unit member's representative will also be informed of each complaint or allegation against the unit member 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 their representative and/or attorney until the investigation is complete.

- H. The subject unit member shall upon request, receive a copy of their written or recorded statement at no cost. No recorded statement will be made without the knowledge of all participants present during an interview.
- I. 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.
- J. 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 days during any administrative leave status.
- K. If a unit member is arrested for, or charged with, a felony or misdemeanor, they may be suspended without pay during the investigation period and any subsequent administrative appeal. Suspensions without pay will be authorized by the Sheriff or Undersheriff. If the criminal charge(s) against the unit member is dismissed and the unit 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.
- L. 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 the unit member's responses during an internal or administrative investigation.
- M. 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 Unit.

- N. 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 clearly written policy shall be deemed reason for discipline.

#### **6.04 Disciplinary Action**

- A. Unit members shall only be formally disciplined for just cause.
- B. Each unit member shall be furnished with 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 their probationary period in the bargaining unit position.
- E. Disciplinary suspensions of twenty-four hours or less, except for suspensions related to a criminal incident, shall not be imposed on a designated holiday
- F. Verbal counseling reports, written counseling reports and written reprimands are not subject to the Grievance Procedure identified in Article 5. Written reprimands are not considered final until approved by a Chief Officer. 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.
- G. Written counseling reports 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 months for the same or similar conduct. Written counseling reports and written reprimands can be used to demonstrate/document a pattern of substandard or deficient conduct.

## **Article 7**

### **LAYOFFS AND RECALL**

#### **7.01 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.

#### **7.02** In the event of a reduction in force, layoffs shall be determined by seniority. In the event that 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.

#### **7.03** Recalls will be in reverse order of layoffs.

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

## **Article 8**

### **SAVINGS CLAUSE**

- 8.01** 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.
- 8.02** In the event of the foregoing, the parties agree to renegotiate a replacement provision, after written notice.
- 8.03** 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 9**

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

- 9.01** 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 10**  
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## Article 11

### LATERAL TRANSFERS

**11.01** 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.

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

A. **Lateral transfer** – A lateral transfer is a unit member’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.

**11.03** 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 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 new hire 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.

#### **11.04 Lateral Transfers**

- A. The Sheriff or his designee may make 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 unit 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-day advance notice (unless waived by the unit member).
- D. A lateral transfer is not a demotion, punitive or a formal disciplinary action.

## **Article 12**

### **ASSIGNMENTS**

#### **12.01** Assignments

- A. Assignments are positions deemed necessary and appointed by the Sheriff for specialized purposes.
- 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, they forfeit the assignment pay.
- E. Assignments are lateral for the purposes of transfer.

#### **12.02** 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 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 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 months and posted on the BCSO intranet.
- I. If a member voluntarily transfers or is involuntarily removed from a respective assignment due to discipline or performance, the unit member is immediately

removed from the respective certified eligibility list and must successfully pass a posted candidate selection process in order to be placed on a certified eligibility list for future consideration.

J. 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 5 of this Agreement, but only through step one of the grievance procedures.

K. Selection Records Retention

The Human Resources Unit will be responsible for electronically storing and maintaining all selection related material.

## Article 13

### ACTING RANK and TEMPORARY DUTY ASSIGNMENTS

#### 13.01 Acting Rank Assignments

Any unit member who is promoted by the Sheriff to act in a higher rank for a continuous period of forty 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 hours or more. The increase shall be effective from the initial date of assignment.

**13.02** 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.

**13.03** A unit member must be on the eligibility list for the higher rank in order to be promoted to the acting position.

#### 13.04 Temporary Duty Assignments

Temporary duty assignments are limited to ninety days and may be extended to no longer than one hundred eighty days by the Undersheriff or designee, unless extenuating circumstances are approved in writing by the Sheriff.

## Article 14

### PERSONNEL RECORDS

#### 14.01 Personnel File

- A. All personnel records shall be kept electronically 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 Professional Standards, 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 their official personnel file and their 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.

#### 14.02 Privacy

Whenever a request is made by a person not employed by the Sheriff to review a unit member's official personnel file or Professional Standards 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 15**

### **SAFETY**

#### **15.01 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.

#### **15.02 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.

#### **15.03 Safety Committee**

The Sheriff shall have a Safety Committee that meets at least bi-annually. The Association will name one 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 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 16**  
**SENIORITY**

**16.01 Seniority**

Seniority is defined as the period of time a unit member has continuous service in the same job classification without a break in that service. A unit member shall be considered to have a break in service when the unit member separates employment from the agency for a period of ninety calendar days or more. Unit members who return to the agency after a brief employment separation of less than ninety days, shall have their previous seniority date revised equivalent to the days they were separated from the agency. Unit members returned to duty by a civil service action, an arbitrator or other legal authority shall not be considered to have a break in service.

**16.02 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, the unit members' 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. Corporals and field training officers are considered assignments and not promotions. Seniority for unit members occupying these assignments shall be based on job class seniority as defined in Section 17.01 above.
- C. 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.
- D. Unit members, who were a member of this bargaining unit, whose rehire directly from the Deputy Sheriffs Certification #1451 bargaining unit has been approved by the Sheriff, may return to this bargaining unit if a vacancy exists. The member's revised seniority date will include the member's original service

in the job class of Corrections Deputy but will not include service as a Deputy Sheriff.

**Article 17**

**OUTSIDE EMPLOYMENT**

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

## Article 18

### MANAGEMENT RIGHTS

- 18.01** 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.
- 18.02** 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, 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 is hereby reserved or by exercising any right in a particular way shall not be deemed a waiver 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.
- 18.03** 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.

**18.04** 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.

**18.05** 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 the 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 19

### DECLARED EMERGENCIES

- 19.01** 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.
- 19.02** A Chief Officer shall have the authority and discretion to withdraw a unit member's previously approved leave during declared emergency conditions to ensure adequate and essential manpower allocations.
- 19.03** A Chief Officer shall have the discretion to excuse a mission critical 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 at the time of the declaration of emergency by the Sheriff through their immediate chain of command outlining the hardship and request the use of annual or personal leave from working during the Sheriff's declared state of emergency. This must be approved by a Chief Officer as having adequate manpower essential for the safety of the citizens and those unit members working. Unit members who are excused by a Chief Officer during the time period of the declaration are not eligible for any Administrative Leave or emergency benefit or compensation during the time period excused. 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 who are excused by a Chief Officer due to special family situations or hardships during a declared emergency condition shall be responsible and available for assignment availability within eight hours post the declared emergency conditions as determined by the Sheriff. Those

unit members dismissed prior to an emergency shall be vigilant in their attempts to maintain contact with their respective supervisors to assess their duties and responsibilities. Unit members will accomplish this by contacting their immediate supervisor directly. Failure to be available within eight hours post declared emergency conditions may result in formal discipline up to and including termination based upon sustained violations.



## **Article 20**

### **LEAVE**

**20.01** All leave benefits set forth in BCSO Policies & Procedures 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** Accrual of leave

A. All unit members shall earn annual leave from the date of initial employment up to the maximum accrual limit as outlined herein.

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

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

CUMULATIVE YEARS OF SERVICE	HOURS PER PAY PERIOD ACCRUAL (24/YEAR )	PER YEAR ACCRUAL	MAXIMUM ACCRUAL	MAXIMUM FOR PAYOUT (upon separation)
7 years or less	4.00 hours	96 hours	320 hours	280 hours
7 years + 1 day to 15 years	6.00 hours	144 hours	360 hours	320 hours
15 years + 1 day and over	8.00 hours	192 hours	432 hours	350 hours

**20.B.03** 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 (fifteen 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 hours in advance of requested leave.

D. Leave requests of an emergency nature will be considered on an individual basis by the respective supervisor and are normally considered to cover one twenty-four-hour period.

E. Requests for annual leave may be denied if not submitted in advance as outlined herein or when such absence would seriously impact operations.

- F. 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.
- G. 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.04 Maximum Accrual**

- A. Unit members shall not accrue annual leave in excess of the maximum accrual limits.
- B. Effective July 5, 2025, unit members who have accrued in excess of their designated accrual limit will temporarily stop earning additional annual leave. Their accrual will resume when their balance has dropped below their designated limit.

**20.B.05 Separation/DROP**

- A. Unit members separating 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 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 herein.

- D. If the unit member intends to enter the Florida Retirement System (FRS) Deferred Retirement Option Program (DROP) or retire, they will be permitted to accrue annual leave in excess of the limits. Exceeding the limits is only allowed one time, either upon initial entry into 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.
- 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 unit member's 3% FRS contribution.
- F. After a unit member enters DROP, they will be allowed to accrue up to the maximum hours for payout based on "years of service" with the Sheriff's Office. Unused annual leave will be paid upon separation from the Sheriff's Office.

**20.B.06 Unpaid Status**

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

**20.B.07 Paid Leave of Absence**

Unit members will continue to earn annual leave during any paid leave of utilizing Donated Leave or receiving Short- or Long-Term Disability payments.

**20.B.08 Suspension**

A unit member on imposed suspension without pay, for a full pay period or longer, will not earn annual leave during the time served as a suspension.

## **Article 20 Section C**

### **PERSONAL LEAVE**

**20.C.01** Personal Leave is provided to all unit members for the purpose of attending to important matters outside work.

**20.C.02** Accrual of leave

In the first full pay period of January and July, all unit members shall have thirty hours of leave added to their personal leave banks.

**20.C.03** Usage

A. Personal Leave must be used in increments of a quarter hour (15 minutes). For example, 6, 6.25, 6.5 or 6.75.

B. In order for management to schedule personnel appropriately, leave requests for personal leave shall be submitted seventy-two hours in advance of requested leave.

C. Leave requests of an emergency nature will be considered on an individual basis by the respective supervisor and are normally considered to cover a twenty-four- hour period.

D. Requests for personal leave may be denied if not submitted in advance as outlined herein or when such absence would seriously impact operations.

E. Personal Leave does not carryover and must be used by the unit member by December 31<sup>st</sup> of the year it was received.

**20.C.04** Separation

A. Unit members are not entitled to a pay out of Personal Leave upon separation for any reason.

B. Unit members who are in the process of separating from the agency are not permitted to use Personal Leave during the final fourteen days of employment.

## **Article 20 Section D**

### **ACCRUED HOLIDAY LEAVE BALANCE**

**20.D.01** Pay for designated holidays is defined in Article 25 of this Agreement.

**20.D.02** Use of Accrued Holiday Leave Balance

Unit members who have Holiday Leave balances may use these hours following the procedure as set forth in Article 20-Annual Leave.

**20.D.03** Separation/DROP

A. Upon separation, unit members shall be compensated for their holiday leave balance at the unit member's current straight time pay rate.

B. 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.

**Article 20 Section E**

**SICK LEAVE**

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

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

**20.E.02** Accrual of Leave

- A. All unit members shall accrue sick 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. Sick leave for unit members is accrued at the following rate:

CUMULATIVE YEARS OF SERVICE	HOURS PER PAY PERIOD ACCRUAL 24/YEAR	HOURS PER YEAR ACCRUAL	MAXIMUM SEPARATION PAYOUT
10 years or less	4.00 hours	96 hours	None
10 years + 1 day	5.00 hours	120 hours	None

**20.E.03** Usage

- A. Sick leave may be used by a unit member with a legitimate illness/injury or a legitimate illness/injury of the unit member’s immediate family member which requires the personal care and attention by the unit member. Proof of illness/injury may be required by supervision.
- B. Unit members may use sick leave for medical, dental, psychological, optical, chiropractic or Employee Assistance Program (EAP) appointments, treatments, or examinations when it is not possible to arrange appointments during the unit member’s off-duty hours.
- C. Sick leave must be used in increments of at least a quarter hour (fifteen 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 and Light Duty.
- 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 unit member will observe the holiday.
- 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 at the unit member's request.
- H. If a unit member's sick leave absence exceeds three 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.E.04 Notification Requirements and Proof of Illness/Injury**

- A. Unless incapacitated, unit members must personally notify supervision 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 members 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 (excluding intermittent FMLA).
- B. If a unit member's sick leave absence is more than three consecutive workdays/shifts, or five consecutive workdays for unit members on an 8-5 M/F schedule, a medical verification from a physician must be submitted to the unit member's immediate supervisor prior to or upon returning to work. Unit members who have work restrictions are not permitted to return to duty without prior approval from the Human Resources Director or designee.
- C. 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.
- D. 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, or 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.
- E. 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.
- F. The number of times a unit member uses sick leave 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.E.05 Maximum Accrual**

There is no maximum accrual on sick leave.

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

- A. Unit members who are separating from employment are not permitted to use sick leave during the last fourteen days of employment unless the unit member is on a pre-approved medical leave of absence (including FMLA) or in the case of a documented medical emergency.
- B. Unit members with at least one 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 with 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 separating from employment or otherwise terminated not in good standing; or who separate employment during the new hire probationary period, are not entitled to payout of unused sick leave at the time of separation.
- D. 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.
- E. 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.
- F. 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 an employee separating in good standing. If the unit member is vested under the Florida Retirement System, the payout rate is 50% of all unused sick leave. Payouts will be made to the unit member’s pre-established direct deposit, employee’s estate, or as provided by law, at the rate of pay the unit member was earning at the time of death.
- G. 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 employee received an in the line of duty disability retirement from FRS.

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

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

**20.E.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- or Long-Term Disability payments.

**20.E.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.E.10 Voluntary Leave Donations**

A. Unit members may receive voluntary leave donations under the following conditions:

1. Unit members must have already exhausted all accrued leave.
2. Unit members must not have abused sick leave in the past, evidenced by adherence to BCSO Policy/Procedure 300.06D and the supervisor's signature on the application for voluntary donated leave
3. Unit members must need a minimum of forty hours for full-time unit members;

B. Donations may be given to a unit member's sick leave bank from another unit member's accrued annual leave, sick leave, emergency compensatory leave, holiday leave, or compensatory time banks on an hour for hour basis. Donations of leave will be placed in a donated leave bank to be used by the unit member on an as needed basis per pay period. Unit members are required to submit a certification of medical condition from their treating physician prior to receiving donated leave hours. Upon completion of the medical event or a medical separation from the agency, remaining donated leave hours will be returned to each unit member that donated on a prorated basis.

C. The maximum hours of donated leave accepted per occurrence shall not exceed 500 hours. The maximum hours received throughout a unit member's tenure with the agency shall not exceed 2,000 hours.



**Article 20 Section F**  
**BEREAVEMENT LEAVE**

- 20.F.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.F.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 unit member or unit member's spouse.
- 20.F.03** In the event of the death of a unit member's immediate family member, the unit member shall be granted up to five days paid bereavement leave within a seven 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.F.04** Proof of death and/or verification of relationship (i.e., newspaper obituary notice, death certificate, etc.) may be required in order to receive bereavement leave.
- 20.F.05** Unit members who do not utilize bereavement leave coincident with the death, may request bereavement leave to attend the funeral, memorial service or celebration of life that is not coincident with the death. The unit member will be granted up to five days of bereavement leave within a seven-day period to attend, and if additional leave is required for travel, use of accrued leave may be requested.
- 20.F.06** In no circumstance shall the total bereavement leave days granted in the event of the death exceed five days. Any additional time needed for bereavement may be approved and charged to accrued leave (with the exception of sick leave). This includes out-of-state trips for settlement of an estate.

## **Article 20 Section G**

### **MILITARY LEAVE**

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

**20.G.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 days of active-duty deployment greater than ninety days.
- 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 or receive holiday pay while on a military leave of absence.

**20.G.03** Supplemental Pay

- A. As provided in FS 115.147, after the first thirty 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 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 thirty 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.
- E. Supplemental pay is not provided to any unit member who enlists in the military while employed at the Brevard County Sheriff's Office.

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

- A. In accordance with FS 115.07, unit members are paid up to 240 hours in any one-year period for military training assignments. Hours are credited to the unit members training leave bank each October. 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.G.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 October.



**Article 20 Section H**  
**COMPENSATORY LEAVE**

**20.H.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.

**20.H.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.H.03** Usage

- A. Unit members desiring to use compensatory leave must request permission at least seventy-two 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 unit member will receive holiday pay in lieu of using compensatory leave.
- C. Compensatory leave must be used in increments of at least a quarter hour (fifteen minutes). For example, 6, 6.25, 6.5 or 6.75.

**20.H.04** Maximum Accrual

- A. A unit member will only be permitted to accumulate a maximum of 132 hours of compensatory time (i.e., eighty-eight 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.H.05** 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 I**

### **ACCRUED EMERGENCY LEAVE BALANCE**

#### **20.1.01 Use of Emergency Leave Balance**

Unit members will be permitted to use emergency leave accrued prior July 1, 2022, by following the procedure set forth in Article B - Annual Leave, Section 20.B.04 Usage.

#### **20.1.02 Separation/DROP**

Upon separation of employment in good standing, unit members will receive payment of their accrued emergency leave balance at straight time.

**Article 20 - Section J**

**ACCRUED HAZARD LEAVE BALANCE**

**20.J.01 Usage**

Unit members will be permitted to use Hazard Leave following the procedure set forth in Article 20 Section B, Annual Leave, 20.B.03 Usage.

**20.J.02 Separation**

- A. Unit members are not permitted to use hazard leave during their final fourteen days of employment.
- B. Only unit members who meet the age or length of service provisions of the FRS, and who are retiring in good standing, shall receive payment of their accrued hazard leave at straight time, up to a maximum of forty hours.
- C. Upon separation of employment, unit members do not receive payment of their accrued hazard leave and unused hazard leave is forfeited.

**Article 20 Section K**  
**LEAVE OF ABSENCE**

- 20.K.01** A leave of absence for a period of up to one year may be granted by the Sheriff.
- 20.K.02** A unit member incapacitated because of their own injury or illness, or a unit member who requires time to care for an immediate family member who is incapacitated because of injury or illness may, with approval of the Sheriff, be placed on leave, but under no circumstances will any leave of absence be authorized for a period of more than one year.
- 20.K.03** A unit member who is on a BCSO authorized leave of absence and returns to work within the one year period shall be deemed to have continuous service in the previous classification.
- 20.K.04** Leave Without Pay  
Any request for a leave without pay must be submitted in writing to the Sheriff, at least fourteen calendar days prior to the starting date of the leave.

## 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 reimbursement 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 maximum amounts:

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 Undersheriff. 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 (CLF 4) 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 via chain of command to a Chief Officer for consideration, 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 to include watches as such items may not be eligible for reimbursement.

## 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 educational level- one associate's degree, one bachelor's degree, one master's degree, and one doctorate 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-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** Unit members who are in DROP or who have submitted an intent to retire or resign are not eligible to participate in the Educational Assistance Program.
- 22.09** Reimbursements for tuition pursuant to educational assistance programs will be in accordance with the provisions of the Internal Revenue Code.
- 22.10** 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.
- 22.11** Only with written approval by a Chief Officer, 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.
- 22.12** Unit members are not permitted to attend courses that are considered for educational assistance/tuition reimbursement while on a paid or on-duty status.
- 22.13** Procedure
- A. To request tuition reimbursement approval, the unit member shall submit a completed Educational Assistance Program Agreement Form (FUF-14) to the command-level supervisor no later than thirty days following the first day of classes 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 Director. 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.
- 22.14** 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 (FUF-14) and a copy of the Educational Assistance Program Agreement (HRF36). 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 \$5,250.00 per fiscal year per unit member. Any tuition reimbursement paid above the limits set forth in IRS 15-B Employer's Tax Guide to Fringe Benefits in a calendar year will be included as additional income to the recipient. Tuition reimbursement includes required laboratory fees, if applicable, but shall not include 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 & LIGHT DUTY ACCOMODATIONS

- 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** Unit members who are injured on duty and, according to the Sheriff, are unable to perform the essential functions of their job, shall be allowed up to ninety calendar days of workers' compensation leave during which the unit member shall be allowed to use accrued leave to supplement their pay up to eighty hours per pay period. Unit members injured on duty are responsible for promptly providing the Human Resources Office with physician's evaluations throughout treatment.
- 23.03** 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.
- 23.04** At the conclusion of the ninety-day workers' compensation leave, the Sheriff may, at his discretion, grant up to an additional ninety-day period of workers' compensation leave. This benefit shall be afforded to unit members only once during a twelve-month period, absent extenuating circumstances as determined by the Sheriff.
- 23.05** If the unit member is eligible for Family Medical Leave, the workers' compensation leave beyond the initial fourteen calendar days shall run concurrent with Family Medical Leave.
- 23.06** If at any time during workers' compensation leave, documentation from the unit member's treating physician indicates that the unit member's prognosis for return to full duty is beyond one hundred eighty days or indeterminable, the Sheriff may elect to medically separate the unit member without prejudice.
- 23.07** 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 for a reasonable accommodation and assigned temporary 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.

- 23.08** Approved light duty is for a period of sixty calendar days. At the end of sixty calendar days, if the unit member continues to have medical restrictions or a reoccurrence/relapse, an extension of up to twenty-one additional calendar days of light duty may be granted if an assignment meeting the medical restrictions is available. Unit members may not exceed eighty-one calendar days of light duty. As a reasonable accommodation, the Sheriff will have the discretion to grant a unit member additional days of light duty, not to exceed seven calendar days, if needed immediately prior to the unit member returning to full duty with no restrictions.
- 23.09** The period of time the unit member serves in a light duty capacity shall be considered as workers' compensation leave for purposes of the Sheriff considering a medical separation.
- 23.10** 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.
- 23.11** Upon a 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.
- 23.12** 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. Appointments and/or treatments attended during non-working hours are not compensable work hours.
- 23.13** Unit members using any form of leave exceeding fourteen consecutive calendar days, and who are assigned an agency issued vehicle, are 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. Unit members are not permitted to use an agency vehicle during any period of light duty, while on leave under the provisions of the FMLA or other medical leave of absence.

**23.14** 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 AND PREGNANCY ACCOMMODATIONS

- 24.01** Unit members with an injury or illnesses, occurring in a non-employment related circumstance which renders the unit member unable to perform the required tasks and duties of his job class have the option to request a light duty assignment for a period of up to sixty calendar 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 immediately prior to the unit member returning to full duty, not to exceed seven calendar days, the Sheriff will have the discretion to extend beyond the sixty calendar 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 in 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 an agency issued vehicle, the unit member will not use the assigned vehicle during a light duty assignment or any portion of the medical leave period to include leave under the FMLA.

## Article 25

### HOURS WORKED COMPENSATION

#### 25.01 Purpose

The purpose of this Article is to document the requirements regarding the compensation of personnel for hours worked including overtime in the designated fourteen day pay period cycle in accordance with the provisions of the federal Fair Labor Standards Act (FLSA).

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

- A. **Compensatory Time** - Paid time off that is earned by a unit member at a rate of time and a half for each overtime hour worked in lieu of an immediate cash payment.
- B. **Overtime** - Time and one half the unit member's regular rate of pay for all the time worked, in excess of eighty hours.
- C. **Pay Period** - The pay period shall begin on Saturday at 00:00 hours and continue for fourteen consecutive days until Friday 23:59 hours.

#### 25.03 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 sixty-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.

#### 25.04 Overtime Calculation

All hours worked in excess of eighty hours in an established fourteen-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 used shall not be considered as hours worked for purposes of calculating entitlement to overtime.

#### 25.05 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 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 H referencing compensatory leave accrual and usage.

C. Lump Sum Payment

Each year subject to funding availability as determined by the Sheriff, unit members will be allowed a one-time lump sum payment of up to forty 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.

**25.06** Holiday Compensation

A. Unit members are privileged to observe and will be compensated for eleven holidays per year as designated in Appendix C of this Agreement. Unit members shall receive holiday pay for each designated holiday which will be paid at their straight time rate for the number of hours equivalent to their current permanent work schedule (for example: 8, 10, or 12 hours).

B. Holiday hours observed (not worked) by a unit member shall not be included in the calculation of hours worked for the purpose of calculating entitlement to overtime.

C. For the purpose of holiday compensation, the holiday begins at 0000 hours (midnight) and ends at 2359 hours. All unit members who work on a holiday will be paid their hourly straight time rate for all hours worked on the holiday (unless the hours worked are considered overtime).

D. Unit members who work a permanent Monday – Friday 8:00 AM to 5:00 PM schedule, will observe holidays designated in Appendix C of this Agreement.

E. If the holiday occurs on a day the unit member is out of work on leave, the unit member will be paid for the holiday in lieu of utilizing accrued leave hours or receiving workers' compensation pay.

F. Unit members separating from the agency must work a regularly scheduled workday immediately following the holiday to be eligible for holiday pay.



**25.07 Compensation during a Declared Emergency**

- A. 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 compensation leave, for all hours worked (hour for hour basis).
- B. Unit members will be paid at straight-time (hour for hour basis) plus an additional one and one-half times for all hours worked during the declared emergency conditions, as established by the Sheriff.

**25.08 Flex Time**

Flex time shall only be utilized when mutually agreed to between the unit member and their supervisor. Unit members who work overtime without advanced approval shall be subject to flex time at the discretion of their command level supervisor provided the flex time is in the same pay period.

## 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 travelling 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 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 hour minimum as long as the second subpoena requires the 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 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 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 hours before his scheduled shift or more than one hour after his scheduled shift is completed.
- B. This provision shall not apply in those instances when the call-back time commences two 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 Plan Adjustments for Prior Experience**

Any unit member hired as a Corrections Deputy who has prior verified full-time experience as a certified corrections deputy (training and experience must be accepted in a State of Florida equivalency of training program) will be placed into the Corrections Deputy Step plan in the following manner:

- Less than two complete years of experience will be placed in Step 1.
- Two or three complete years of experience will be placed in Step 2.
- Four complete years of experience will be placed in Step 3.
- Five or six complete years of experience will be placed in Step 4.
- Seven or eight complete years of experience will be placed in Step 5.
- Nine complete years of experience will be placed in Step 6.
- Ten or more complete years of experience will be placed in Step 7.
- In no instances will a unit member be placed in a step higher than Step 7.

#### **27.02 Step Increases**

A. Subject to approved funding by the Board of County Commissioners, for Fiscal Year 2025-2026:

1. Unit members will advance one step in the Salary Step Plan on the first pay period following the unit member's job class seniority date. 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 as provided in Appendix B of this agreement on the first pay period following the unit member's job class seniority date.
2. On February 14, 2026, unit members will receive a salary increase in accordance with the Salary Step Plan as provided in Appendix B of this agreement.

B. Subject to approved funding by the Board of County Commissioners, for Fiscal Year 2026-2027:

1. Unit members will advance one step in the Salary Step Plan on the first pay period following the unit member's job class seniority date. 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 as provided in Appendix B of this agreement on the first pay period following the unit member's job class seniority date.
  2. On February 13, 2027, unit members will receive a salary increase in accordance with the Salary Step Plan as provided in Appendix B of this agreement.
- C. Subject to approved funding by the Board of County Commissioners, for Fiscal Year 2027-2028:
1. Unit members shall advance one step in the Salary Step Plan on the first pay period following the unit member's job class seniority date. 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 as provided in Appendix B of this agreement on the first pay period following the unit member's job class seniority date.
  2. On February 12, 2028, unit members will receive a salary increase in accordance with the Salary Step Plan as provided in Appendix B of this agreement.

**27.03 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 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. Unit members removed from assignment may grieve the decision in accordance with Article 5 of this Agreement, but only through step 1 of the grievance procedures. 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:

Booking Unit	\$50.00 bi-weekly
Corporal	\$60.80 bi-weekly
Corrections Response Team (CRT)	\$50.00 bi-weekly
Dive Team	\$50.00 bi-weekly
Field Training Officer	\$60.80 bi-weekly
Honor Guard	\$50.00 bi-weekly
K-9 Unit	\$50.00 bi-weekly
Transportation Unit	\$50.00 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 consists 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)

Education

- Two Year Degree \$40/month
- Four Year Degree \$100/month (\$40 plus \$60)
- Graduate Degree (Master) \$140/month (\$40 plus \$60 plus \$40)
- Combination Education and Training \$190 maximum

**27.04 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.
- B. Unit members whose rehire directly from the Law Enforcement Deputies Certification #1451 bargaining unit has been approved by the Sheriff, will remain in their current step up to the maximum of 8. If the unit member was adjusted in the deputy step plan for law enforcement experience upon hire, the unit member does not retain his current step and instead will be adjusted without consideration for deputy sheriff experience.

**27.05**All future wage increases of any nature (including step increases, shift differential, adjustments agency-wide wage increases and Lump Sum Payments in Lieu of a Step Increase and beyond June 30, 2028, 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 \$300 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 Policy and Procedures.

#### 28.04 Retirement Award

When a unit member meets the age or length of service provisions of the Florida Retirement System (FRS), not to include early retirement, and is retiring from BCSO honorably and in good standing, the unit member may be presented with the following awards:

1. After completing ten years of service with the BCSO, the unit member may receive a badge, BCSO identification card clearly marked "RETIRED", and plaque with an engraved Brevard County Sheriff's Office star.



2. After completing twenty years of service with the BCSO, the unit member may receive a badge, BCSO identification card clearly marked "RETIRED", a plaque with mounted star, and the option of receiving their next rank.
3. After completing twenty-five years of service with the BCSO, the unit member may receive all awards applying to ten and twenty years of service. In addition, if the member has served at least twenty-five cumulative years of service, honorably and in good standing, as a full-time sworn member of BCSO, the unit member may be provided with his or her service handgun, if one was issued as part of the unit member's equipment. At the request of a sworn unit member upon retirement, in accordance with FS 112.193, the Sheriff may authorize the retiring unit member to receive one complete Class A uniform, to include the badge worn by that unit member, for burial purposes to commemorate prior service.

## **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 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 employees 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 employees' 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 the 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. Unit members shall comply with all testing required for a fitness for duty exam as directed by the psychologist/psychiatrist.
- 31.03** The Sheriff may immediately terminate any 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 unit member 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 member 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 unit members 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 unit members unless there is an express conflict between the Policy/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 unit members.



**Article 35**  
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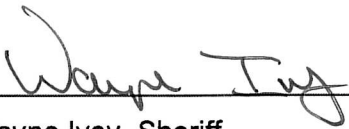
**Article 36**  
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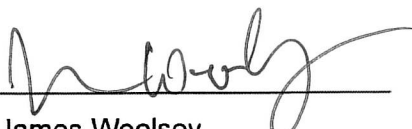
**Article 37**


**Duration**

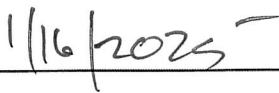
**37.01** This agreement shall be in effect July 1, 2025, and shall continue in full force and in effect until June 30, 2028; provided however, that re-opener over Article 27 (Wages) only shall commence in any fiscal year of this contract that the Board of County Commissioners does not approve funding for the wage increase.

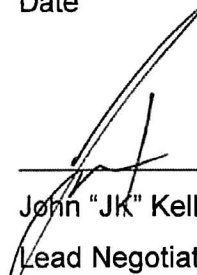
**37.02** Upon written notice to either party, negotiations for a succeeding Agreement will commence within a reasonable time. Upon expiration of this Agreement, there will be no changes in wages or benefits until the parties have reached agreement on a new contract, or until the statutory impasse procedures have been exhausted.

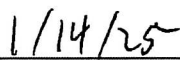
  
\_\_\_\_\_  
Wayne Ivey, Sheriff  
Brevard County Sheriff's Office

  
\_\_\_\_\_  
James Woolsey  
Chief Negotiator for CFPBA

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John "JK" Keller  
Lead Negotiator for the Sheriff

  
\_\_\_\_\_  
Date

**APPENDIX A**

Authorization To Deduct

**COASTAL FLORIDA POLICE BENEVOLENT 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 days written notification to my employer and the Association.

Agency\_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_ Social Security #\_\_\_\_\_

## APPENDIX B

Effective 07/01/2025

### CORRECTIONS DEPUTY

Job Class # 2110

Deputy	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
HOURLY RATE	\$26.35	\$26.88	\$27.42	\$27.97	\$28.53	\$29.11	\$29.70
BASE ANNUAL	\$54,808.00	\$55,910.40	\$57,033.60	\$58,177.60	\$59,342.40	\$60,548.80	\$61,776.00

STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
\$30.30	\$30.91	\$31.53	\$32.17	\$32.82	\$33.48	\$34.15	\$34.84
\$63,024.00	\$64,292.80	\$65,582.40	\$66,913.60	\$68,265.60	\$69,638.40	\$71,032.00	\$72,467.20

STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	Lump Sum - Top Step Deputy \$1,650.00
\$35.54	\$36.26	\$36.99	\$37.73	\$38.49	
\$73,923.20	\$75,420.80	\$76,939.20	\$78,478.40	\$80,059.20	

ASSIGNMENT PAY	Dive	CPL	FTO	Honor Guard	CRT	K-9	Booking	Transport
	\$50.00	\$60.80	\$60.80	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly

Effective 02/14/26

**CORRECTIONS DEPUTY**

Job Class # 21110

<b>Deputy</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
HOURLY RATE	\$27.94	\$28.50	\$29.07	\$29.66	\$30.26	\$30.87	\$31.49
BASE ANNUAL	\$58,115.20	\$59,280.00	\$60,465.60	\$61,692.80	\$62,940.80	\$64,209.60	\$65,499.20

<b>STEP 8</b>	<b>STEP 9</b>	<b>STEP 10</b>	<b>STEP 11</b>	<b>STEP 12</b>	<b>STEP 13</b>	<b>STEP 14</b>	<b>STEP 15</b>
\$32,12	\$32,77	\$33,43	\$34,10	\$34,79	\$35,49	\$36,20	\$36,93
\$66,809.60	\$68,161.60	\$69,534.40	\$70,928.00	\$72,363.20	\$73,819.20	\$75,296.00	\$76,814.40

<b>STEP 16</b>	<b>STEP 17</b>	<b>STEP 18</b>	<b>STEP 19</b>	<b>STEP 20</b>	<b>Lump Sum - Top Step</b>
\$37.67	\$38.43	\$39.20	\$39.99	\$40.79	Deputy
\$78,353.60	\$79,934.40	\$81,536.00	\$83,179.20	\$84,843.20	\$1,700.00

<b>ASSIGNMENT PAY</b>	<b>Dive</b>	<b>CPL</b>	<b>FTO</b>	<b>Honor Guard</b>	<b>CRT</b>	<b>K-9</b>	<b>Booking</b>	<b>Transport</b>
	\$50.00	\$60.80	\$60.80	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly

Effective 02/13/27

**CORRECTIONS DEPUTY**

Job Class # 2110

<b>Deputy</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
HOURLY RATE		\$29.62	\$30.22	\$30.83	\$31.45	\$32.08	\$32.73	\$33.39
BASE ANNUAL		\$61,609.60	\$62,857.60	\$64,126.40	\$65,416.00	\$66,726.40	\$68,078.40	\$69,451.20

<b>STEP 8</b>	<b>STEP 9</b>	<b>STEP 10</b>	<b>STEP 11</b>	<b>STEP 12</b>	<b>STEP 13</b>	<b>STEP 14</b>	<b>STEP 15</b>
\$34.06	\$34.75	\$35.45	\$36.16	\$36.89	\$37.63	\$38.39	\$39.16
\$70,844.80	\$72,280.00	\$73,736.00	\$75,212.80	\$76,731.20	\$78,270.40	\$79,851.20	\$81,452.80

<b>STEP 16</b>	<b>STEP 17</b>	<b>STEP 18</b>	<b>STEP 19</b>	<b>STEP 20</b>	<b>Lump Sum - Top Step</b>	
\$39.95	\$40.75	\$41.57	\$42.41	\$43.26	Deputy	\$1,800.00
\$83,096.00	\$84,760.00	\$86,465.60	\$88,212.80	\$89,980.80		

<b>ASSIGNMENT PAY</b>	<b>Dive</b>	<b>CPL</b>	<b>FTO</b>	<b>Honor Guard</b>	<b>CRT</b>	<b>K-9</b>	<b>Booking</b>	<b>Transport</b>
	\$50.00	\$60.80	\$60.80	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly

Effective 02/12/28

**CORRECTIONS DEPUTY**

Job Class # 2110

<b>Deputy</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
HOURLY RATE	\$31.40	\$32.03	\$32.68	\$33.34	\$34.01	\$34.70	\$35.40
BASE ANNUAL	\$65,312.00	\$66,622.40	\$67,974.40	\$69,347.20	\$70,740.80	\$72,176.00	\$73,632.00

<b>STEP 8</b>	<b>STEP 9</b>	<b>STEP 10</b>	<b>STEP 11</b>	<b>STEP 12</b>	<b>STEP 13</b>	<b>STEP 14</b>	<b>STEP 15</b>
\$36.11	\$36.84	\$37.58	\$38.34	\$39.11	\$39.90	\$40.70	\$41.52
\$75,108.80	\$76,627.20	\$78,166.40	\$79,747.20	\$81,348.80	\$82,992.00	\$84,656.00	\$86,361.60

<b>STEP 16</b>	<b>STEP 17</b>	<b>STEP 18</b>	<b>STEP 19</b>	<b>STEP 20</b>	<b>Lump Sum - Top Step</b>
\$42.36	\$43.21	\$44.08	\$44.97	\$45.87	Deputy
\$88,108.80	\$89,876.80	\$91,686.40	\$93,537.60	\$95,409.60	\$1,950.00

<b>ASSIGNMENT PAY</b>	<b>Dive</b>	<b>CPL</b>	<b>FTO</b>	<b>Honor Guard</b>	<b>CRT</b>	<b>K-9</b>	<b>Booking</b>	<b>Transport</b>
	\$50.00	\$60.80	\$60.80	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly	bi-weekly



## APPENDIX C HOLIDAYS

### **2025 Remaining Holidays**

Independence Day, Friday July 4<sup>th</sup>  
Labor Day, Monday September 1<sup>st</sup>  
Veteran's Day Tuesday November 11<sup>th</sup>  
Thanksgiving Day, Thursday November 27<sup>th</sup>  
Day after Thanksgiving, Friday November 28<sup>th</sup>  
Christmas Eve, Wednesday December 24<sup>th</sup>  
Christmas Day, Thursday December 25<sup>th</sup>

### **2026 Holidays**

New Year's Day, Thursday January 1<sup>st</sup>  
Martin Luther King Jr., Monday January 19<sup>th</sup>  
President's Day, Monday, February 16<sup>th</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>

### **2027 Holidays**

New Year's Day, Friday January 1<sup>st</sup>  
Martin Luther King Jr., Monday January 18<sup>th</sup>  
President's Day, Monday, February 15<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, Monday September 6<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, Monday December 27<sup>th</sup>

### **2028 Holidays**

New Year's Day, Monday January 3<sup>rd</sup>  
Martin Luther King Jr., Monday January 17<sup>th</sup>  
President's Day, Monday, February 21<sup>st</sup>  
Memorial Day, Monday May 29<sup>th</sup>  
Independence Day, Tuesday July 4<sup>th</sup>  
Labor Day, Monday September 4<sup>th</sup>  
Veteran's Day, Monday September 6<sup>th</sup>  
Thanksgiving Day, Thursday November 23<sup>rd</sup>  
Day after Thanksgiving, Friday November 24<sup>th</sup>  
Christmas Eve, Friday December 22<sup>nd</sup>  
Christmas Day, Monday December 25<sup>th</sup>

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

This Memorandum of Understanding (MOU) 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 "Association") on behalf of sworn Correctional Deputies and Correctional Corporals, PERC Certification Number 1449. The purpose of this MOU is to:

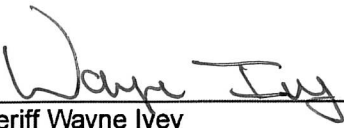
1. Replace Appendix C effective the pay period beginning on January 4, 2025 – Corrections Sergeants and Lieutenants Step Plan of the MOU signed on December 1, 2023, with the attached as ratified on January 8, 2025.
2. Replace Appendix D effective the pay period beginning on January 4, 2025 – Holidays contained in the Collective Bargaining Agreement signed on April 15, 2022, with the attached as ratified on January 8, 2025.
3. Modify Article 25, Section 25.06 effective the pay period beginning on January 4, 2025 — Compensation for Holiday Worked contained in the Collective Bargaining Agreement signed on April 15, 2022, with the following as ratified on January 8, 2025:

**25.06** Holiday Compensation

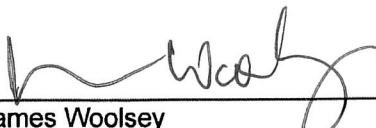
- A. Unit members are privileged to observe and will be compensated for eleven holidays per year as designated in Appendix C of this Agreement. Unit members shall receive holiday pay for each designated holiday which will be paid at their straight time rate for the number of hours equivalent to their current permanent work schedule (for example: 8, 10, or 12 hours).
- B. Holiday hours observed (not worked) by a unit member shall not be included in the calculation of hours worked for the purpose of calculating entitlement to overtime.
- C. For the purpose of holiday compensation, the holiday begins at 0000 hours (midnight) and ends at 2359 hours. All unit members who work on a holiday will be paid their hourly straight time rate for all hours worked on the holiday (unless the hours worked are considered overtime).
- D. Unit members who work a permanent Monday - Friday 8:00 AM to 5:00 PM schedule, will observe holidays designated in Appendix C of this Agreement.

- E. If the holiday occurs on a day the unit member is out of work on leave, the unit member will be paid for the holiday in lieu of utilizing accrued leave hours or receiving workers' compensation pay.
- F. Unit members separating from the agency must work a regularly scheduled workday immediately following the holiday to be eligible for holiday pay.

All other provisions of the Collective Bargaining Agreement between the parties will remain unchanged, unless otherwise modified by MOU. This MOU is effective from the date of ratification through June 30, 2025.

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

1/16/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
James Woolsey  
Lead Negotiator for Association

1/16/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John "JK" Keller  
Lead Negotiator for Sheriff

1/14/25  
\_\_\_\_\_  
Date



## 2025 Holidays

New Year's Day, Wednesday, January 1st

Martin Luther King Jr., Monday January 20th

Presidents Day, Monday February 17<sup>th</sup>

Memorial Day, Monday, May 26th

Independence Day, Friday, July 4th

Labor Day, Monday, September 1st

Veteran's Day, Tuesday, November 11th

Thanksgiving Day, Thursday, November 27th

Day after Thanksgiving, Friday, November 28th

Christmas Eve, Wednesday, December 24th

Christmas Day, Thursday, December 25th