## **Article 1 - UNION RECOGNITION**

No changes

## Article 2 – COMPLIANCE WITH EMPLOYMENT LAWS

No changes

## **Article 3 – MANAGEMENT RIGHTS**

No changes

## **Article 4** – GOVERNING DOCUMENTS

No changes

## <u>Article 5</u> – PREVAILING RIGHTS

No changes

## <u>Article 6</u> – UNION ACTIVITIES

**6.08 Union Time Pool.** Changed amount of leave deducted from dues paying members annually from 1 hour to 2. Changed the Union's right to request an additional 0.5 hours of annual leave deducted from dues paying members from once to twice annually.

## **Article 7 – DUES DEDUCTION**

No changes

## **Article 8 – BULLENTIN BOARDS**

No Changes

## **Article 9 – COPIES OF IMPORTANT DOCUMENTS**

No Changes

## **Article 10 – LICENSE AND QUALIFICATIONS**

No changes

## **Article 11** – PRECEPTOR

11.01 & 11.02 Change "Preceptors" to "The Preceptor"

## **Article 12 – PHYSICAL EXAMINATIONS**

No changes

## **Article 13 – WAGES**

New language to implement the Transport Incentive:

**13.05 N.** Brevard County Fire Rescue is instituting a Transport Incentive Program effective no earlier than the first full pay period after the beginning of year 2 of this contract (10/1/2025) and no later than the first full pay period of December, 2025.

Eligibility: All EMTs and Paramedics permanently assigned by involuntary transfer or permanently assigned by bid as defined by Article 43 Transfers and Bids to a standalone ambulance and rescue units operated by Brevard County Fire Rescue are eligible for participation in this program.

- i. Incentive Rate:
  - 1. Qualified Paramedics shall receive \$1 per hour increase over base pay for each hour worked.
  - 2. Qualified Emergency Medical Technicians (EMTs) shall receive \$0.50 per hour increase over base pay for each hour worked.
- ii. Personnel who are temporarily assigned to a standalone station for overtime, on shift trade/exchange, floated from, floated to, or temporarily assigned in any other manner shall not be eligible for the transport incentive.
- iii. The Fire Chief or, designee shall reserve all rights to deem who is qualified for the incentive(s).

For purposes of this section, a Standalone Transport Rescue Unit is defined as any full-time permanent emergency medical services transport unit that is not housed with a Brevard County Fire Rescue owned and/or operated fire suppression unit (e.g. fire engine or ladder truck) and operates on a 24-hour basis.

## **13.11** Step Plans

The agreed upon Step Plans are attached as an Appendix. A summary of the average increases by unit member position is below:

## **Rank and File Agreement Negotiations**

Average Increases (Includes Step)				
	Year 1	Year 2	Year 3	
Paramedic	18.47%	8.62%	10.44%	
Firefighter EMT	21.10%	16.00%	6.82%	
Fire Medic 2	16.48%	17.00%	5.96%	
Lieutenant Fire Medic	12.03%	14.12%	10.97%	
Lieutenant EMT	16.62%	15.41%	11.96%	
Fire Prevention Inspectors	26.17%	20.95%	11.93%	
Assistant Fire Marshal	29.83%	18.33%	7.88%	
District Chiefs	12.49%	9.73%	9.97%	

## Article 14 – HOURS OF WORK

No changes

## **Article 15** – CALL BACK PAY

• No changes

## **Article 16** – **OVERTIME**

**16.02** Annual or Sick time requests changed from 06:00 to 05:30 to allow more time for staffing.

## **Article 17 – COMPENSATORY TIME**

No changes

## **Article 18 - SHIFT EXCHANGES**

No changes

## **Article 19** – ANNUAL LEAVE

No changes

## **Article 20 – SICK LEAVE**

No changes

## **Article 21** - HOLIDAYS

## **Article 22 – ADMINSTRATIVE LEAVE**

No changes

## **Article 23** – MILITARY LEAVE

No changes

## Article 24 – JURY DUTY

No changes

## **Article 25 – VOTING**

No changes

## **Article 26 – EMERGENCY LEAVE**

No changes

## **Article 27 – MATERNITY/PATERNITY LEAVE**

No changes

## Article 28 – LEAVE OF ABSENCE WITHOUT PAY

**28.05** Language was added to clarify the option to use current leave bank to supplement pay group health and optional coverages while on a leave of absence.

## **Article 29** – INJURY BENEFITS

No changes

### Article 30 - RESERVED

No changes

## **Article 31 – LIGHT DUTY**

New language to clarify leave payout upon separation while a unit member is on light duty:

**31.06** If a unit member receives a payout due to a separation of employment their accrued leave banks and hourly rate will be adjusted back to their 24/48-hour shift schedule to fulfill the payout. If a unit member qualifies and requests annual leave sell back while on light duty their accrued leave banks and hourly rate will be adjusted back to their 24/48-hour shift schedule to fulfill the sell back request only.

## **Rank and File Agreement Negotiations**

## **Article 32 – COURT APPEARANCES**

No changes

## **Article 33** – LEGAL REPRESENTATION

No changes

## **Article 34** – FORMAL INVESTIGATION INTERVIEW

No changes

## Article 35 - DISCIPLINE AND DISCHARGE

No changes

## **Article 36** – **DEMOTIONS**

No changes

## **Article 37 – REDUCTIONS IN FORCE**

**37.03** Language to clarify payout upon separation.

## **Article 38** – INFORMATION TO THE UNION

No changes

## **Article 39 – GRIEVANCES AND ARBITRATION**

No changes

## **Article 40 - SENIORITY**

New language allows for experienced individuals to be hired at a comparable step (up to step 5) rather than requiring applicants with qualified experience to be hired at step 0. This is expected to help recruitment of skilled professionals.

**40.01 E.** Establish definition of "Pay Seniority".

**40.04** Establish the parameters of placing applicants with prior experience in an initial step above step 0, but no higher than step 5.

## **Article 41 – PROBATIONARY EMPLOYEES**

## **Rank and File Agreement Negotiations**

## **Article 42 – FLOATER POSITIONS**

No changes

## **Article 43** – TRANSFERS AND BIDS

No changes

## **Article 44** – WORK OUT OF CLASS

No changes

## **Article 45 – PROMOTIONAL OPPORTUNITIES**

## **45.01** Examination points updated:

Written Exam- 15 points Tactical Skill- 35 points Assessment process- 30 points Interview/resume- 20 points

## 45.02A. Lieutenant requirements.

Requirement of at least 4 years of continuous years of service with BCFR (changed from 5 years) and 3 years as a firefighter in the State of Florida (changed from 5) to be eligible for the position of Lieutenant.

## 45.09 Promotion from the Eligibility List

 The Fire Chief has the discretion to select from the top 7 qualified candidates on the promotional list. Previously, it this discretion was applicable to the top 5 qualified candidates.

## 45.10 A. and 45.10 B.

A new test date can be posted and a new promotional list can certified prior to expiration if the old promotional list has less than 3 remaining candidates.

## **Article 46 – OUTSIDE EMPLOYMENT**

No changes

## **Article 47 - EDUCATION**

## Article 48 - TRAINING

No changes

## Article 49 – HEALTH AND WELLNESS PROGRAM

No changes

## **Article 50 – SUBSTANCE ABUSE TESTING**

Removes references to nitotine/tobacco throughout the article in order to eliminate those substances from the random testing program. In conjunction with this, refer to the changes made to the Anti-Tobacco Policy (Article 65).

Updates language throughout the Article to remove references to "shall be terminated" and replace with "subject to discipline up to and including termination". This allows for due process and the ability for the Department to assess each case involving substance abuse/drug testing independently on its own merits.

In Article 50.18, language is added to require a unit member to report within 24 hours of entering into a drug or alcohol rehabilitation program in order to allow the Department to provide support, staffing coverage and avoid unreported absences.

## **Article 51** – EMPLOYEE ASSISTANCE

No changes

## **Article 52** – HEALTH AND WELFARE (INSURANCE)

No changes

## **Article 53 – HEALTH AND SAFETY**

No changes

## **Article 54** – UNIFORMS AND EQUIPMENT

No changes

## Article 55 – REIMBURSEMENT FOR DAMAGED PERSONAL EFFECTS

**55.01** Updates the amount of reimbursement for personal items for watches (increased from \$50) and cell phones (increased from \$100) as follows:

## **Rank and File Agreement Negotiations**

Item	Maximum Contribution by County
Watch	\$ \$100.00
Eyeglasses	\$100.00 for frame; \$50.00 for each lens
Contact Lenses	\$20.00 for each lens
Retainers	\$40.00
Dentures	\$120.00
Cell Phone	\$200.00

In addition, the following section was added:

**55.05** Reimbursement for damaged personally owned property detailed in 55.01 is limited to two (2) incidents in a calendar year unless otherwise approved by the Fire Chief. Item must be inoperable; in the case of an insurance deductible the reimbursement will be the actual cost of the deductible for the same unit up to the maximum allowable amount. Proof of purchase shall be provided to the department within 14 days following the incident.

## **Article 56 – MILEAGE ALLOWANCE**

No changes

## **Article 57 - RESERVED**

No changes

## **Article 58 – SECURITY**

No changes

## <u>Article 59</u> – SUSPENSION OF AGREEMENT DURING EMERGENCIES

No changes

## **Article 60 – PROHIBITION OF STRIKES**

No changes

## **Article 61** – NON-DISCRIMINATION

No changes

## **Article 62** – RESERVED

## **Article 63 – SEVERABILITY**

No changes

## **Article 64** – PRE-EMPLOYMENT AGREEMENT

**64.03 2.** Add "CJIS"

### Article 65 – VIOLENCE IN THE WORKPLACE

The following anti-hazing policy language was added:

## 65.06 Anti-Hazing.

As part of its commitment to promoting a safe and healthy environment for all staff, including unit members, and cultivating a culture that fosters respect for the dignity and rights of all its employees, the County does not tolerate hazing activities by any employees and/or unit members.

No unit member shall initiate, participate in, or be witness to any act that inflicts or intends to inflict physical or mental harm or discomfort or which may demean, disgrace, coerce, intimidate or degrade any person, regardless of location, intent, or consent of participant(s).

Participating in acts of hazing or failure to report acts of hazing shall be subject to discipline up to and including termination.

## **Article 66 – DAMAGE TO COUNTY PROPERTY**

No changes

### **Article 67 – SPECIAL OPERATIONS TEAM**

No changes

## **Article 68** – ANTI-SMOKING POLICY

In conjunction with changes to Article 50, Article 68 was updated to allow the Department to require nicotine testing at annual physicals and/or to determine eligibility for benefits under the Firefighter Cancer Bill (§112.1816, Florida Statutes), the Heart and Lung Bill (112.18, Florida Statutes) or as otherwise required under Florida Law. This does not change the requirement set forth in Florida law that firefighters must be tobacco free to at least 1 year prior to being hired.

## **Article 69 – FINANCIAL HARDSHIP**

## **Article 70 – DURATION OF AGREEMENT**

Duration dates updated to reflect a 3-year contract for the period of October 1, 2024 through September 30, 2027.

Language establishing that wage adjustments set forth in Article 13, including the Year 1 step and longevity, shall be retroactive for October 1, 2024 for unit members employed by the County as of the date of ratification. Retroactive payments are intended to be completed within 60 days after ratification.