

**ARTICLE XVIII**  
**DISCIPLINE AND DISCHARGE**

**Section 1.** Just Cause

The County shall neither discipline nor discharge any employee without just cause.

**Section 2.** Code of Conduct and Progressive Discipline

The County and the Union recognize the concept of progressive discipline. The County shall normally follow progressive disciplinary procedures before discharging an employee. The County and the Union understand and agree that each individual case must be judged on its own merits. Single serious offenses or repeated offenses may call for discipline that is commensurate with the offense or totality of the situation and may not necessarily be based upon the premise of progression. Also, the parties agree that the concept of progressive discipline will not necessarily be applied to employees who are on initial probation. Management reserves full discretion over the employment status of employees who are on initial probation. However, discipline will at no time be either arbitrary or capricious.

**Section 3.** Medical Director

It is understood by the Union and by the County that all EMTs and Paramedics work under the license and with the approval of the Medical Director. Therefore, it is also understood that the Medical Director may at any time revoke any employee's privilege to work under such license as permitted by Florida Statutes and Florida Administrative Code. There will be no administrative recourse to the Medical Director's decision and such a decision is not subject to the grievance and arbitration process. However, when the Medical Director revokes an employee's privilege the employee will immediately be placed on suspension with pay. The Union and management will meet within three calendar days to discuss and to determine whether or not they agree that the Medical Director's decision was arbitrary or capricious. If both parties agree that the decision was not arbitrary or capricious, then the employee will be terminated. If both parties agree that the decision was arbitrary or capricious, then the County will make a good faith effort to find another vacant appropriate job within the County to place such employee. If no such position is immediately available, the employee will be terminated, but will be considered for other appropriate positions which may become available in the future. The employee must be qualified and take the initiative to apply for such future positions. If the parties cannot reach a consensus whether the Medical Director's decision was arbitrary and capricious, the decision of the Medical Director will be final and binding on all parties. This agreement will recognize that a timeline of up to ninety (90) days is reasonable for disciplinary action.

Additionally when dealing with issues involving the Medical Director an employee may request that a Fire Rescue Deputy Chief be present during discussions(s). The Fire Rescue Deputy Chief will decide their status in such meetings.

**Section 4.** Investigations and Employee Action Forms (EAFs)

The County and Union recognizes the value and need for an established administrative investigation process that is committed to fair and thorough fact finding investigations.

The County will establish and publish a policy that outlines the complaint and administrative investigation process for employees. This will include a procedure for providing electronic notice of any discipline issued to a bargaining unit member pursuant to the Union's request for such discipline on a case-by-case basis. The County does not have any obligation to provide electronic notice of the discipline to Union personnel absent the Union's request for the notice for any individual matter.

Whenever a member covered by this agreement is subject to an administrative investigation, such investigation shall start within thirty (30) days after a person authorized by the County to initiate an investigation of the alleged misconduct has knowledge of the incident. The administrative investigation, including by Fire Rescue Administration and by County E.O. Office if applicable, must be complete and the subject employee notified of the result of the investigation within ninety (90) calendar days of initiating such investigation. If more time will be required to complete the investigation, the investigating officer shall explain, in writing, as to the need for the extension of the investigation to the union representative responsible for any and all union grievances. Nothing in this Section applies to a criminal investigation performed by a law enforcement agency. The administrative investigation may be delayed and the time requirements will be tolled during a criminal investigation. An administrative investigation is officially initiated when the subject employee has been noticed by the investigating official, unless such notice would reasonably compromise the investigation, in that case the investigation is officially initiated upon being authorized by the Fire Rescue Chief or designee. The investigation will officially cease upon the written findings being approved by the Fire Rescue Chief or designee.

Normally, in imposing any disciplinary measure, management shall not consider any written counseling which occurred more than 18 months previous or reprimands, suspensions without pay, probation or demotion more than two years previous to the current violation(s). However, preventable vehicle accidents will be handled under the County Handbook and prior infractions past two years may be considered when such infractions are severe, such as, but not limited to sexual harassment, substance abuse, violent behavior, conduct involving moral turpitude violations or for infractions that reflect significant repetitive behavior. Verbal counseling(s) will not be used beyond one year unless the verbal counseling is attached as back-up to a follow-up formal counseling within that year and both are sent to the employee's official personnel file maintained by Human Resources.

#### Section 5. Suspensions During Investigations

During an administrative investigation that may lead to termination or other discipline of an employee, the County has full discretion regarding whether to keep an employee working, or to suspend the employee with pay during the investigation. While on

suspension with pay, an employee is obligated to contact their immediate supervisor (or their specifically designated County representative) at 8:00 AM and again at 5:00 PM on each of their regularly scheduled shifts, and to remain available and to report to duty when instructed to do so. Failure to comply with these conditions may result in loss of pay during such suspension.

Whenever a member covered by this agreement is subjected to a criminal investigation the County has full discretion regarding whether to suspend the employee with pay or without pay during the criminal proceedings. If the County places an employee on suspension without pay and the state or federal prosecutor does not file charges, the employee will be made whole unless the County Administration determines that the employee violated a BOCC or Fire Rescue policy and takes disciplinary action.

#### Section 6. Discharge Notices

Discharge must be by proper written notice to the employee. It is the employee's responsibility to provide notification to the union in a timely manner if they desire representation. The County will provide an electronic copy of the written notice to the designated Union representatives if the Union submits a written request to the Fire Chief's designee requesting the notice.

#### Section 7. Employees Engaging in Sexual Conduct on Duty

An employee who is found to have engaged in sexual activity while on duty or using County property for such conduct shall be subject to immediate termination. In that event, whether or not the employee has engaged in sexual activity in violation of this Article shall be subject to the grievance and arbitration procedures of this Agreement, but the decision as to the disciplinary penalty for an employee who engages in such conduct will not be subject to the grievance and arbitration provisions of this Agreement.