

LOCAL 3254

INTERNATIONAL ASSOCIATION

OF FIREFIGHTERS

“B” UNIT

COLLECTIVE BARGAINING

AGREEMENT

October 1, ~~2022-2025~~ - September 30, ~~2025~~2027

Contents

ARTICLE 1 – PREAMBLE.....	4
ARTICLE 2 – RECOGNITION	5
ARTICLE 3 – NONDISCRIMINATION	6
ARTICLE 4 – SAVINGS CLAUSE.....	7
ARTICLE 5 – WORK STOPPAGES	8
ARTICLE 6 – APPENDICES AND AMENDMENTS.....	9
ARTICLE 7 – PAYROLL DEDUCTION OF DUES.....	10
ARTICLE 8 – MANAGEMENT RIGHTS.....	11
ARTICLE 9 – SUPERVISORY RESPONSIBILITY/CONFLICT OF INTEREST	14
ARTICLE 10 – RULES AND REGULATIONS	16
ARTICLE 11 – FILLING VACANCIES AND NEW POSITIONS.....	17
ARTICLE 12 – DISCIPLINE AND DISCHARGE.....	19
ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE.....	21
ARTICLE 14 – WORK SCHEDULES	26
ARTICLE 15 – TIME TRADES.....	27
ARTICLE 16 – SENIORITY.....	28
ARTICLE 17 – LIGHT DUTY.....	29
ARTICLE 18 – EXEMPT STATUS.....	30
ARTICLE 19 – WAGES	31
ARTICLE 20 – ANNUAL PAID TIME OFF (PTO) LEAVE.....	<u>3333</u>
ARTICLE 21 – MISCELLANEOUS POLICIES.....	<u>3535</u>
ARTICLE 22 – RETIREMENT	<u>3636</u>
ARTICLE 23 – INSURANCE.....	<u>3737</u>
ARTICLE 24 – PHYSICAL AND MENTAL CONDITION.....	<u>3838</u>

ARTICLE 25 – LABOR MANAGEMENT COMMITTEE	<u>3939</u>
ARTICLE 26 – LIMITATIONS ON NEGOTIATIONS	<u>4040</u>
ARTICLE 27 – WORKING OUT OF CLASSIFICATION.....	<u>4141</u>
ARTICLE 28 – SICK LEAVE BANK.....	<u>4242</u>
ARTICLE 29 – HOLIDAYS.....	<u>4343</u>
ARTICLE 30 – BEREAVEMENT LEAVE	<u>4444</u>
ARTICLE 31 – WORKERS’ COMPENSATION.....	<u>4545</u>
ARTICLE 32 – SICK/CATASTROPHIC LEAVE.....	<u>4646</u>
ARTICLE 33 – HEALTH BENEFITS.....	<u>4848</u>
ARTICLE 34 – UNIFORMS AND EQUIPMENT.....	<u>4949</u>
ARTICLE 35 – EMPLOYEE RECOGNITION AND OTHER LEAVE	<u>5050</u>
ARTICLE 36 – DURATION OF AGREEMENT.....	<u>5151</u>
ARTICLE 37 – UNION TIME BANK.....	<u>5252</u>
ARTICLE 38 – INCENTIVES.....	<u>5353</u>

ARTICLE 1 – PREAMBLE

This Agreement is entered into by and between the Seminole County Board of County Commissioners, hereinafter referred to as the “County”, and Local 3254, International Association of Fire Fighters, hereinafter referred to as the “Union”.

1. It is the purpose of this Agreement to achieve and maintain harmonious relations between the County and the Union to ensure an accurate line of communications and clear transmissions of facts relating to the workplace, to provide for equitable and peaceful adjustment of grievances that may arise and to establish fair standards of wages, benefits, hours, and other terms and conditions of employment.

ARTICLE 2 – RECOGNITION

The County recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours, and terms and conditions of employment for all full-time employees in the classification of Battalion Chief, in accordance with PERC Certification No. 1352. All other employees shall be excluded from this bargaining unit and shall not be covered by this Agreement.

ARTICLE 3 – NONDISCRIMINATION

The current County policies regarding nondiscrimination shall remain in effect for the term of this Agreement; provided, however, that nothing herein shall restrict the County from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law. The County and/or Union will not discriminate against employees covered by this Agreement because of membership or non-membership in the Union.

ARTICLE 4 – SAVINGS CLAUSE

If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 5 – WORK STOPPAGES

There shall be no strikes, lockouts, work stoppages, slowdowns, mass resignations, sick-outs, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

1. The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the County. Nothing herein shall restrict the County from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.
2. The Union recognizes that the County and the employees covered hereunder are responsible for and engaged in activities that protect the health and welfare of Seminole County citizens and, therefore, any violation of this Article would give rise to irreparable damage to the County and the public at large. For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act by its agents, representatives, and/or officers, which constitutes a violation of this Article.

ARTICLE 6 – APPENDICES AND AMENDMENTS

Appendices and amendments to this Agreement (if any) shall be lettered or numbered, dated, and signed by the parties and shall constitute part of this Agreement.

ARTICLE 7 – PAYROLL DEDUCTION OF DUES

The County agrees to deduct Union dues and uniform assessments, including increases in dues and uniform assessments, from bargaining unit employees' salaries on a bi-weekly basis for the term of this Agreement. However, the County shall have no responsibility or any liability for any monies once sent to the Union, nor shall the County have any responsibility or liability for the improper deduction of dues. The Union shall indemnify the County and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the County to comply or attempt to comply with the provisions of this Article.

1. It shall be the responsibility of the Union to notify the County of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change.
2. Any member of the Union may, on thirty (30) days' written notice to the County, require that the County cease making deductions from his/her wages. The County will notify the Union of any members who cease making deductions within five (5) business days of being made aware.
3. Deductions hereunder shall be pursuant to a properly executed dues deduction card or statement mutually agreed upon by and between the parties.

ARTICLE 8 – MANAGEMENT RIGHTS

1. Except as specifically restricted by the provisions of this Agreement, the County has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the County specifically, but not by way of limitation, reserves the sole and exclusive right to:
 - A. Determine the purpose and organizational structure of the Department;
 - B. Exercise control and discretion over the organization and efficiency of operations of the Department;
 - C. Set minimum performance standards for services offered to the public;
 - D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other management reasons which could arise;
 - E. Determine the location, methods, means, and personnel by which operations are to be conducted;
 - F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Department;
 - G. Transfer, assign, and schedule employees in positions within the organizational structure of the County and the Department;
 - H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project;
 - I. Decide the scope of services;
 - J. Hire, examine, classify, and/or otherwise determine the criteria and standards of selection for employment;
 - K. Fire, demote, suspend or discipline bargaining unit employees, consistent with the terms of this Agreement;
 - L. Require a bargaining unit employee to submit to examination by a medical doctor (including a psychiatrist and/or psychologist), based upon the reasonable belief that the employee is unfit to perform any or all of his/her assigned duties;
 - M. Promote and establish criteria and/or procedures for promotions within and outside the bargaining unit, and determine the number and types of positions in

each classification, grade, step, or designation in any plan which is or may be developed by the County;

- N. Lay-off and/or relieve employees from duty due to lack of work, lack of funding, or any other reason, in accordance with County policies;
- O. Recall employees in accordance with County policies;
- P. Determine the starting and quitting time and the number of hours and shifts to be worked;
- Q. Determine the allocation and content of job classifications; and determine all training parameters for all County positions, including persons to be trained and extent and frequency of training;
- R. Formulate and/or amend job descriptions;
- S. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever, in the sole discretion of the County, good business judgment makes such curtailment or discontinuance advisable;
- T. Contract and/or subcontract any existing or future work;
- U. Create, expand, reduce, alter, combine, assign, or cease any job;
- V. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- W. Control the use of equipment and property of the County, and determine the number and classifications of employees assigned to any shift, station, or piece of equipment;
- X. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- Y. Take whatever action may be necessary to carry out the mission and responsibility of the County in unusual and/or emergency situations;
- Z. Maintain the efficiency of the operations of the Department; and
- AA. Have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

2. The above rights of the County are not all-inclusive but indicate the type and manner of rights that belong to and are inherent in the County. Any of the rights, powers, and authority that the County had prior to entering into this Agreement are retained by the County.
3. If the County fails or declines to exercise any one or more of the above rights from time to time, this will not be deemed a waiver of the County's rights to exercise any or all such rights.

ARTICLE 9 – SUPERVISORY RESPONSIBILITY/CONFLICT OF INTEREST

It is agreed and understood that the individuals in the bargaining unit covered hereunder are supervisors whose primary duties oftentimes create a conflict of interest with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of their supervisory duties and responsibilities, the individuals covered hereunder must, at all times, act in the best interest of the County, the Department, and the citizens, as determined by County Management, the Fire Chief, and other authorized management officials. Accordingly, the individuals covered hereunder will be held accountable for the faithful and efficient performance of their supervisory duties and responsibilities, including, but not limited to, the following:

- A. Supervising and overseeing a geographical area comprised of several stations and directing related operations, including the supervision of all personnel and the oversight and maintenance of all apparatus and equipment;
- B. Supervising fire and rescue scenes and incidents, including the direction of personnel and equipment as required;
- C. Assigning work duties to all subordinate personnel;
- D. Reviewing and evaluating the performance of subordinate personnel;
- E. Recommending and administering disciplinary action, including dismissal, suspension, demotion, reprimand, and counseling;
- F. Training and/or administering the training of subordinate personnel, including precepting probationary firefighters and administering their recruit testing;
- G. Evaluating, screening, interviewing, and making recommendations concerning the hiring of new employees;
- H. Enforcing all County and Departmental rules, regulations, policies, procedures, and guidelines, and making recommendations concerning revisions thereto;
- I. Purchasing materials and equipment within policy guidelines and making recommendations concerning Departmental purchases;
- J. Ensuring safety of personnel at the fire stations and other work sites and administering the Department safety program;

- K. Timely and accurately completing all forms, reports, and other paperwork relating to fire and rescue operations, fire and rescue incidents, daily work and activities, and personnel matters;
- L. Temporarily transferring subordinate employees to different assignments, as required;
- M. Administering Departmental overtime and release from duty policies;
- N. Overseeing the maintenance of station and apparatus inventory;
- O. Overseeing the maintenance of station and equipment security;
- P. Preparing budgets for their assigned programs;
- Q. Administering and participating in public education programs;
- R. Participating in committees, task forces, or other work groups, as assigned by the Department or the County; and
- S. Performing such other duties and responsibilities as are required under Department rules, regulations, policies, and procedures, and/or assigned by appropriate management authority.

ARTICLE 10 – RULES AND REGULATIONS

1. Except as modified by a specific provision of this Agreement, the Union agrees that the employees covered hereunder shall comply with all rules, regulations, policies, procedures, and operations bulletins of the County and the Seminole County Fire Department and any amendments thereto.
2. Should the County and/or the Department exercise its right to formulate, amend, revise, and/or implement any and all rules, regulations, policies, procedures, and operations bulletins, the County or the Department shall provide a courtesy copy of any new (or amended) rule, regulation, policy, procedure, or operations bulletin to the Union at least ninety-six (96) hours prior to implementation. Simultaneous with providing a courtesy copy to the Union, the County or the Department shall provide all members the new (or amended) rule, regulation, policy, procedure, or operations bulletin through electronic mail, telecommunication, and bulletin board posting, or any other appropriate means.
3. In the event the County or the Department exercises its right to issue a new (or amended) rule, regulation, policy, procedure, or operations bulletin, no bargaining unit employee shall be disciplined for violation of any such new or amended rule, regulation, policy, procedure, or operations bulletin until the County and/or the Department has informed the Union of and posted such new or amended rule, regulation, policy, procedure, or operations bulletin in accordance with the above procedure. For the purpose of this Article, hand delivery or mailing to the President of Local 3254 or any other officer (including members of the Executive Board of Local 3254) shall be deemed service upon the Union. Mailing shall be effective upon deposit in the United States mail by the County or Department.

ARTICLE 11 – FILLING VACANCIES AND NEW POSITIONS

For the purpose of this Agreement, a Position Vacancy shall occur as a result of the permanent vacancy of a 40-hour or 56-hour shift Battalion Chief position due to retirement, resignation, termination, promotion, demotion, permanent reassignment, permanent disability, or death of the position incumbent. For the purposes of this Agreement, a New Position shall occur when a 40-hour or 56-hour shift Battalion Chief position is created as a result of organizational expansion, reorganization, position reclassification, new program, or new service. (“New Positions” shall not include positions acquired as a result of merger with another fire/rescue agency.) Position Vacancies and New Positions shall be filled according to the following provisions:

1. Employees hereunder currently in the position of Battalion Chief shall be given consideration in filling any Position Vacancy or New Position, provided they meet the minimum requirements for said position, as outlined in the County's official Position Job Description.
2. The current County policies and Departmental Operations Bulletin #02005 “Promotional Candidate Selection Procedure – Battalion Chief” regarding vacancies in and promotions to bargaining unit positions shall remain in effect for the term of the Agreement.
3. The Promotional Candidate Selection Procedure Operations Bulletin #02005 shall remain in effect and cannot be modified unless the Department and Union mutually agree to the change.
4. Position Vacancies or New Positions may be temporarily filled with a Lieutenant riding out of grade when an operational need is identified by the Fire Chief, provided they meet the minimum requirements of the position. Vacancies and New Positions shall be filled on a non-temporary basis as follows:
 - a. Vacancies and New Positions shall be filled utilizing the current Battalion Chief promotional list;
 - b. Lieutenants may be used when the current Battalion Chief promotional list has been exhausted; and

- c. Lieutenants currently assigned to the Tech 1 position should be considered first when selecting Lieutenants to ride out of grade.
- 5. All members covered under this Agreement will be brought to the minimum pay for the rank of Battalion Chief or receive a 10% increase added to their base pay (not including incentives) whichever is greater upon their promotion to Battalion Chief.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

Suspension, demotion, termination, or any other disciplinary action shall be in accordance with the Code of Conduct and Disciplinary Action Policies set forth in the Seminole County Administrative Code provided the following is met and takes precedence.

1. All discipline and discharge shall be for just cause. For one (1) violation, there will be one (1) type of discipline.
2. The types of discipline shall be as follows:
 - a. Discussion of the issue (not subject to grievance or arbitration)
 - b. T.I.P.S. (from direct supervisor) (not subject to grievance or arbitration)
 - c. Verbal Warning (not subject to arbitration, may grieve to the level of the Fire Chief)
 - d. Written Warning
 - e. Written Reprimand
 - f. Placement on Probation (performance/misconduct)
 - g. Suspension without Pay, not to exceed 5 working days
 - h. Demotion
 - i. Termination

Discipline will be progressive for like violations after an appropriate initial discipline is established. Initial discipline will depend upon the nature and severity of the infraction.

3. An employee suspended for disciplinary reasons without pay will be permitted the option to request the forfeiture of accrued vacation leave (PTO only) in lieu of a suspension without pay, provided the violation does not involve criminal activity.
4. Factors to apply when establishing discipline will be, but not limited to the following:
 - a. Seriousness and circumstances of offense.
 - b. Member's length of service; past record including his/hers performance and disciplinary records.
 - c. The lapse of time since the employee last received disciplinary action; frequency of problem.

- d. Consistency in similar County cases.
- e. Advance communication efforts made to advise the employee of the problem.
- f. Impact on the employee and implications for other employees.
- g. Available justification and objective documentation to support the action, given an appeal.

Exception: First occurrence of a major offense where termination is appropriate.

5. Disciplinary actions shall be issued to the employee as soon after the violation as practicable and in no event shall it be more than five (5) of the employees regular shifts for 56 hour employees or five (5) full working days for 40 hour employees following the most recent basis of the discipline being known by the employee's immediate supervisor, unless a formal inquiry or administrative review is initiated or a state of emergency is declared. If the employee is absent from work on his/her 5th shift after the most recent basis of the discipline is known by the employee's immediate supervisor, the discipline will be issued on the first shift that the employee returns to duty.

6. If the Member has committed no offense requiring any disciplinary action for the period of time following when the initial discipline was issued as indicated below, the discipline will not be considered for progressive discipline.

<u>a. Verbal Warning</u>	<u>One (1) year from date issued</u>
<u>b. Written Warning</u>	<u>Two (2) years from date issued</u>
<u>c. Written Reprimand</u>	<u>Three (3) years from date issued</u>
<u>d. Suspension</u>	<u>Five (5) years from date issued</u>

ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE

- A. Bargaining unit employees will follow all written and verbal orders given by superiors, even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.
- B. A “grievance” is a claimed violation of this Agreement or policies and/or procedures referenced by this Agreement, including, but not limited to, the claim that a discharge or other disciplinary action violated a specific provision of this Agreement.
- C. A grievance may be filed by a bargaining unit employee or by the Union. In either case, the procedure to be followed will be the same. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step 1 in any grievance.
- D. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's supervisor within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms, which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the supervisor shall forward a copy of the grievance to the Fire Chief. The grievance shall be signed by the employee and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The supervisor shall, within ten (10) calendar days after presentation of the grievance, render his/her decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Fire Chief, and the Chief Administrator of the Office of Human Resources.

STEP 2: Any grievance which cannot be satisfactorily settled in Step 1 above, shall then be taken up with the Deputy Chief of Administration or his/her

designee. The grievance, as specified in writing in Step 1 above, shall be filed with the Deputy Chief of Administration within ten (10) calendar days after the due date for the supervisor's response in Step 1 above. The Deputy Chief of Administration shall issue his/her decision in writing on the grievance within ten (10) calendar days after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, the Fire Chief, and the Chief Administrator of the Office of Human Resources.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above, shall then be taken up with the Fire Chief or his/her designee. The grievance, as specified in writing in Step 1 above, shall be filed with the Fire Chief within ten (10) calendar days after the due date for the Deputy Chief of Administration response in Step 2 above. The Fire Chief shall issue his/her decision in writing on the grievance within ten (10) calendar days after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, the Deputy Chief of Administration, and the Chief Administrator of the Office of Human Resources.

STEP 4: Any grievance which cannot be satisfactorily settled in Step 3 above, shall then be taken up with the County Manager or his/her designee. The grievance, as specified in writing in Step 1 above, shall be filed with the County Manager within ten (10) calendar days after the due date for the Fire Chief response in Step 3 above. The County Manager shall issue his/her decision in writing on the grievance within ten (10) calendar days after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, the Fire Chief, and the Chief Administrator of the Office of Human Resources.

If the grievant (whether it be the Union or an individual employee) is not satisfied with the County Manager's decision in Step 4 above, the grievant may request arbitration by hand delivery or by certified or registered mail of a written notice to the Chief Administrator of the Office of Human Resources within ten (10) calendar days of receipt of the County

Manager's decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issue upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure. As an alternative to arbitration, the grievant may utilize the appeals board procedure under the County's Personnel Policies, provided that such procedure is timely invoked after the issuance of the County Manager's decision. The following provisions shall apply to arbitration requests:

1. Within ten (10) calendar days from receipt of such notice of arbitration, the parties shall meet to select an arbitrator. In the event the parties cannot agree on an arbitrator, they shall, within five (5) calendar days, jointly request a list of nine (9) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and the County will alternately eliminate one at a time from said list of names until only one (1) remains, and this person will be the arbitrator. The County and the Union will alternate in the right to first strike names in successive arbitrations with the strike of the first arbitration panel to be determined by the toss of a coin.
2. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the County, and the Union, in writing. It shall be the obligation of the arbitrator to make his/her best effort to rule within thirty (30) calendar days after the hearing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript, unless both parties mutually agree to share the cost. Each party shall bear the expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.
3. The arbitrator will confine his/her consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to substitute his/her judgment for that of management

and/or to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable State and Federal laws and County Ordinances or Resolutions, except to the extent as specifically provided herein.

4. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question which is presented to him/her, which question must be actual and existing. ~~The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that any action taken by the non-grieving party violated a specific provision of this Agreement.~~ The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grievant met its burden of proving that the action by the non-grieving party violated a specific provision of this Agreement.
5. No decision of any arbitrator, or the County in any one case, shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.
6. It is agreed with respect to this grievance and arbitration procedure that:
 - a. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
 - b. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance need not be

entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is, for any reason, not the subject of a timely response by the County or by the Department, shall require the grievant to proceed to the next step, and failure to proceed on a timely basis to the next step shall bar the grievance.

7. Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure.
8. Non-dues-paying bargaining unit employees may avail themselves of all the procedures under this Article.

ARTICLE 14 – WORK SCHEDULES

1. Bargaining unit employees shall be assigned to either a 56-hour shift schedule (24/48 shift schedule) or a 40-hour non-shift schedule (7-day, non-shift schedule).
2. Nothing herein shall prohibit the Seminole County Fire Department from reassigning a bargaining unit employee from a 56-hour shift schedule to a 40-hour non-shift schedule (or vice versa), provided that the Department provides the bargaining unit employee with at least fourteen (14) calendar days' written notice of such change.
3. ~~The starting and stopping times for 56-hour shift Battalion Chief schedule shall be 0730. A notice of 90 days shall be given to the Union if the Department wishes to change starting and/or quitting times.~~
4. ~~Due to the starting and stopping time of 0730, the morning conference call will be held as close to 0730 as possible.~~

ARTICLE 15 – TIME TRADES

All bargaining unit employees covered hereunder shall be permitted to engage in Time Trades, in accordance with existing Department policy applicable to Battalion Chiefs; provided, however, that no Time Trade shall result in interference with Departmental operations or additional costs to the County. Time Trades shall adhere to the following provisions:

1. Employees who become sick when scheduled to work a Time Trade shall have the time charged to their appropriate leave account.
2. There shall be no limitations on the duration of elapsed time between the affected work periods of employees involved in a Time Trade.
3. There shall be no limitation on the maximum time owed between employees.
4. The County shall have no responsibility to compensate any employee for time worked in connection with a Time Trade, should either party default on his/her obligation, for any reason.
5. Employees shall retain sole responsibility for engaging in Time Trades, accounting for such trades, tracking time owed, and ensuring positions are covered.

ARTICLE 16 – SENIORITY

Seniority, for the purpose of this Agreement, is determined exclusively by the affected employee's "Time in Grade" as an employee of Seminole County (and any other fire/rescue agency with which the County has merged), serving continuously in the position of Battalion Chief (and equivalent position with any other fire/rescue agency with which the County has merged), subject to the following provisions:

1. The commencement point for "Time in Grade" shall be determined based upon the date the employee was last promoted, appointed, demoted, or reclassified to the position or classification of Seminole County Battalion Chief, or equivalent position with another fire/rescue agency with which the County has merged.
2. The duration of "Time in Grade" shall be the cumulative, continuous time served in the position of Battalion Chief as an employee of Seminole County, and any equivalent position with another fire/rescue agency with which the County has merged, from date of appointment to the current date.
3. Breaks in service as a result of Scheduled leave, Unscheduled leave, Workers Compensation leave, Leave Without Pay (not to exceed 180 days), and any type of leave utilized in conjunction with the Family Medical Leave Act shall be considered as continuous time served and will not negatively affect seniority.
4. Members with more "Time in Grade" shall have a higher seniority than those with less "Time in Grade."
5. If two (2) or more members have the same appointment date, the employee higher on the promotional list will be considered more senior.
6. For the purpose of this Agreement, Seniority shall be of consideration where specified in a particular article.

ARTICLE 17 – LIGHT DUTY

The current County policies and operations bulletins regarding light duty shall remain in effect for the term of this Agreement, provided that the following apply:

- A. Light Duty shall be at the discretion of the Fire Chief and shall only be available to employees who cannot perform their regular job, due to injury or illness. Under no circumstances shall work or positions be “created” for the purpose of offering light duty opportunities. Employees seeking light duty due to a work-related injury or illness will receive priority over an employee seeking light duty due to a non-work-related injury or illness.
- B. Light Duty must be consistent with the physical limitations prescribed by a physician who has treated/examined the employee and is fully aware of the nature and details of the employee’s regular job duties.

ARTICLE 18 – EXEMPT STATUS

1. The employees covered hereunder are exempt (salaried) employees who, from time to time, are required to work before or after (or in addition to) their normal work schedule in order to perform their job duties.
2. As exempt employees, the employees covered hereunder are not entitled to overtime pay for the work described in paragraph one (1) above; provided, however, that such employees are eligible to receive additional compensation for such work to the extent (and in the amount) prescribed by current Fire Department policy at a straight time rate if the work outside their normal work schedule exceeds ~~four-one (41)~~ hours excluding routine holdovers while waiting for personnel that are enroute from another assignment.
 - a. The only exception to the ~~four-one (41)~~ hour requirement will be when filling a vacancy that is less than ~~four-one (41)~~ hours for a member utilizing Union Time Bank hours.
3. In recognition of their exempt status, and in return for the agreed-upon wage adjustment, shift personnel (56-hour) governed by the terms of this Agreement shall be prohibited from taking PTO for partial shifts of less than 12 hours; PTO in excess of 12 hours must be taken as a full shift (24 hours).

ARTICLE 19 – WAGES

**EFFECTIVE UPON CONTRACT EXECUTION, AND RETROACTIVE (IF APPLICABLE) TO
BEGIN THE PAY PERIOD IN WHICH OCTOBER 1ST, 20252022 FALLS**

2023 Fiscal Year	2024 Fiscal Year	2025 Fiscal Year
Minimum - \$72,017	Minimum - \$72,01775,501.80	Minimum - \$72,01776,917
Maximum - \$115,227	Maximum - \$115,227125,332.99	Maximum - \$115,227127,683.35

A. Effective October 5th, 2025, all employees covered by this Agreement who have been employed for at least six (6) months as of that date shall receive an 8% increase to their base rate (not including incentives) of pay. An additional performance-based merit of 1% or 2% increase can be obtained if incentive evaluation criteria are met at the time of the employee's annual performance review.

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A. Effective the pay period in which October 1st, 2022 falls, all employees covered by this Agreement who are employed as of that date shall receive a 3% increase to their base rate (not including incentives) of pay. An additional performance based 1% or 2% increase can be obtained if incentive criteria are met at the time of the employee's annual performance review.

B. Effective October 4th, 2026, all employees covered by this Agreement who have been employed for at least six (6) months as of that date shall receive a 3% increase to their base rate (not including incentives) of pay. An additional performance-based merit of 1% or 2% increase can be obtained if incentive evaluation criteria are met at the time of the employee's annual performance review.

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~~B. Effective the pay period in which October 1st, 2023 falls, all employees covered by this Agreement who are employed as of that date shall receive a 3% increase to their base rate (not including incentives) of pay. An additional performance based 1% or 2% increase can be obtained if incentive criteria are met at the time of the employee's annual performance review.~~

~~C. Effective the pay period in which October 1st, 2024 falls, all employees covered by this Agreement who are employed as of that date shall receive a 3% increase to their base rate (not including incentives) of pay. An additional performance based 1% or 2% increase can be obtained if incentive criteria are met at the time of the employee's annual performance review. The county and Union have mutually agreed to an additional increase of 10.3% to their base rate (not including incentives) to be retroactive to the first pay period in which October 1, 2024 falls. Concurrently the minimum and maximum will increase to 7,086 – 118,537.~~

D.C. Forty (40) hour employees that work an extra assignment on shift, shall receive their forty (40) hour rate of pay.

~~E. A compression pool fund will be established to address identified circumstances vetted through Human Resources and Resource Management for evaluation and consideration. Criteria will be established with Union leadership. This is a one-time compression fix, not to exceed \$7,000.~~

D. Wage increases (if any) of any kind subsequent to September 30, 2025~~2027~~, and thereafter shall be subject to negotiations by the parties. ~~However, the Union agrees in consideration of the additional 10.3% increase in the third year of this agreement, the next agreement will not exceed a term of more than two years.~~

ARTICLE 20 – ANNUAL PAID TIME OFF (PTO) LEAVE

1. Annual Paid Time Off (PTO) for 40-hour and 56-hour employees, in rank of Battalion Chief on the effective date of this Agreement, will be as follows:

PTO – Weekly Accrual		
<u>Years of Service</u>	<u>40-Hour Employee</u>	<u>56-Hour Employee</u>
0 - 5	3.1	7.4
5+ - 10	3.6	8.8
10+ - 15	4.1	10.2
15+ - 20	4.6	11.6
20+	5.1	13.0

2. Employees covered hereunder will be able to participate in the PTO Buy Back program as referenced in the County Policies and Procedures Manual, Member Benefits Section 501.0 ([119](#)); however, 40-hour employees may receive payment of up to 80 hours, and 56-hour employees may receive payment of up to 112 hours. Leave balance, as mentioned in the County Policies and Procedures Manual (40-hour employees, 240 hours leave balance; 56-hour employees, 336 hours leave balance), will apply to employees covered by this Agreement. Terminal leave may be taken at the end of employment and is limited to a maximum of one month (30 days). An employee may request terminal leave be approved at the time they announce retirement/resignation, or within three months of his/her DROP date. To be eligible for terminal leave, an employee must have completed 15 years of service and be in good standing.
3. Payment of Annual PTO Leave Upon Separation – Employees are eligible for a lump sum payment of their unused annual PTO leave upon separation, in accordance with the following:
 - A. Employee has completed any applicable new hire or disciplinary probationary period. Employees who are serving a probationary period due to promotion shall be exempt from this requirement;

- B. Employee submitted a written resignation no less than seven (7) calendar days prior to the effective date of separation;
- C. Employee is separated in good standing;
- D. Payment shall be based upon the employee's regular rate of pay at the time of separation; and
- E. Payment of unused annual PTO leave upon separation shall not exceed 960 hours.

4. Bargaining unit members participating in the Florida Retirement System or a defined benefit pension with a Deferred Retirement Option Program (DROP) may receive payments of all unused accrued PTO leave, up to a maximum of 500 hours, upon entering the DROP. The hours paid out at that time shall be deducted from maximum number of hours which may be paid out at the time the bargaining unit member separates.

5. The maximum number of Battalion Chiefs permitted to be on leave per shift (56hr) will be three (3).

6. The following leave will not count towards the maximum number of 56-hour Battalion Chiefs permitted to be on leave:

- A. Workers' Compensation;
- B. Sick Leave Catastrophic;
- C. Sick Leave Bank;
- D. Bereavement Leave;
- E. Military Leave;
- F. Leave Without Pay for Military Reasons; and
- G. Union Time Bank.

7. Both parties agree emergencies occur; therefore, the Fire Chief or his/her designee may authorize leave usage beyond this limitation on a case-by-case basis. The decision of the Fire Chief or his/her designee shall not be grievable.

ARTICLE 21 – MISCELLANEOUS POLICIES

The following matters shall be governed by County policy and Departmental operations bulletins:

- A. Maternity Leave;
- B. Military Leave;
- C. Jury/Witness Duty Leave;
- D. Substance Abuse Testing;
- E. Employee Assistance Programs;
- F. Line of Duty Injury Pay;
- G. No Smoking Policy;
- H. Mileage Allowance/Reimbursement;
- I. Recertification;
- J. Outside Employment; and
- K. Special Events Standby.

ARTICLE 22 – RETIREMENT

Retirement benefits shall be governed by the provisions of the Florida Retirement System or a defined benefit pension plan in which the individual is an active and contributing member.

ARTICLE 23 – INSURANCE

Health and life insurance benefits, except as mandated by the State law, shall be provided to bargaining unit employees in the same manner, levels, and contributions, as all other County employees.

ARTICLE 24 – PHYSICAL AND MENTAL CONDITION

1. Employees covered hereunder shall be physically and mentally capable of performing their job requirements and duty assignments, as a condition of continued employment. The County, for good cause and at its own expense, may send the employee for this determination to a board-certified physician.
2. The determination, as to the physical capability of performing the job requirements and duty assignments, shall be valid only when proffered by a licensed and board-certified physician.
3. The determination, as to the mental capability of performing the job requirements and duty assignments, shall be valid only when proffered by a licensed and board-certified psychiatrist and/or licensed and board-certified psychologist.

ARTICLE 25 – LABOR MANAGEMENT COMMITTEE

The Labor Management Committee shall meet as needed at times and places mutually agreed upon by the parties. The purpose of the meetings shall be to discuss employee relations and/or Departmental operations matters of mutual concern to the parties. The meetings shall be “off-the-record” in nature and shall not involve collective bargaining or the resolution of grievances under this Agreement or County policy. Statements made or actions taken by either party at the Labor Management Committee meetings shall be non-binding, unless reduced to writing and mutually executed.

ARTICLE 26 – LIMITATIONS ON NEGOTIATIONS

This Agreement represents the entire agreement of the parties on all wages, hours, and working conditions which have been negotiated or could have been negotiated under the provisions of the Florida Public Employees Relations Act. Neither party may reopen this Agreement during its term to renegotiate or add any item unless such item is mutually agreed upon in writing, by and between the parties hereto.

ARTICLE 27 – WORKING OUT OF CLASSIFICATION

If the member is temporarily appointed full-time to a higher level position for more than 14 calendar days, he/she will receive a temporary increase of 5% to his/her base pay, or the minimum of the higher pay grade, whichever is more, but not to exceed the maximum of the higher salary grade, effective the first day of the temporary appointment.

ARTICLE 28 – SICK LEAVE BANK

Effective with the execution of this Agreement and upon mutual agreement of Local 3254 "B" Unit, members will become participants in the Firefighter Sick Leave Bank, subject to the provisions of Article 45 of the Agreement between the Seminole County Board of County Commissioners and Local 3254 "A" Unit. For the duration of this Agreement, members will not be eligible for participation in the County Sick Leave Bank.

ARTICLE 29 – HOLIDAYS

1. SHIFT PERSONNEL

- A. The current County policies and operations bulletins regarding holiday leave and pay shall remain in effect for the term of the Agreement. Should the Board of County Commissioners substitute a different holiday for a holiday presently designated, such substitution shall apply to the employees covered hereunder.
- B. Employees shall be eligible for holiday pay based on the official holiday, in lieu of the Board of County Commissioners' designated authorized holiday.
- C. Employees who are required to work are eligible for holiday pay for time worked, based on the official holiday in lieu of designated holiday.
- D. If a holiday is observed on a day which is a regularly scheduled day off for the member, he/she will receive an additional eight hours of straight time pay.

2. NON-SHIFT PERSONNEL

The current County policies and operations bulletins regarding holiday leave and pay shall remain in effect for the term of this Agreement. Should the Board of County Commissioners substitute a different holiday for a holiday presently designated, such substitutions shall apply to the employees covered hereunder.

ARTICLE 30 – BEREAVEMENT LEAVE

Members shall, upon request, be granted up to 56 hours or 40 hours (whichever is applicable and corresponds to their work schedule) of bereavement leave with pay, within a fiscal year, due to death in his/her immediate family. Such requests must be approved by the Department Director. Immediate family shall mean Father, Mother, Brother, Sister, Wife, Husband, Son, Daughter, Daughter-in-law, Son-in-law, Father-in-law, Mother-in-law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Grandfather, Grandmother, Grandchild, Foster Child or Guardian, Brother-in-law, and/or Sister-in-law.

ARTICLE 31 – WORKERS’ COMPENSATION

Payment of workers’ compensation benefits shall be made in accordance with Chapter 440, Florida Statutes. The County may, at its discretion, provide benefits that exceed the minimum requirements of Chapter 440, Florida Statutes.

1. For the purpose of calculating the workers’ compensation “determination of pay”, any approved leave that was taken during the calculation period will be considered as hours worked.
2. Employees removed from active duty by the County Physician, during the course of an annual physical or special physical, for treatment and/or further testing, shall utilize sick leave (if applicable and available) or paid time off, if such absence is not compensable under workers’ compensation regulations. If it is determined that the County Physician’s concerns were in error, the leave will be reinstated.

ARTICLE 32 – SICK/CATASTROPHIC LEAVE

All earned sick leave will be maintained as a catastrophic account for the employee until exhausted or paid out. Catastrophic leave may be utilized only for known, extended sick leave occurrences (72 or greater consecutive hours for 56-hour employees or 40 or greater hours for 40-hour employees) associated with the personal illness or injury of the employee, or the employee's immediate family (employee, spouse, minor children and parents), when the medical necessity is substantiated by physician documentation. The County reserves the right to send an employee for a medical evaluation for verification of catastrophic leave usages in excess of 10 shifts. Any such medical evaluation will be paid fully at the County's expense.

Payment of Sick/Catastrophic Leave Upon Separation

1. Employee must submit written resignation no less than seven (7) calendar days prior to the effective date of separation.
2. Employee is separated voluntarily and in good standing.
3. Payment shall be made at the employee's regular rate of pay at the time of separation, and shall be based on the employee's years of service as follows:
 - A. After 3 years of service, employee may be paid for unused, accrued sick/catastrophic leave hours at the rate of 20% or 80 hours, whichever is less; or
 - B. After 10 years of service, employee may be paid for unused, accrued sick/catastrophic leave hours at the rate of 20% or 120 hours, whichever is less; or
 - C. After 20 years of service, employee may be paid for unused, accrued sick/catastrophic leave hours at the rate of 20% or 160 hours, whichever is less.
4. Any remaining sick/catastrophic hours may be transferred to the Sick Leave Bank or the Union Time Bank upon the employee's request.

1. Fifty-six (56) hour employees may receive payment for up to 112 hours of SLC hours annually, if they maintain a balance of at least 336 hours of SLC/PTO. Forty (40) hour employees may receive payment for up to 80 hours if they maintain a

balance of at least 240 hours of SLC/PTO. The County will set the pat period date that the payment will be made. Payment of hours will be processed as an off-cycle payroll together with any PTO buy back. Such payments will be processed, if requested by the employee during the first quarter of the fiscal year per the guidelines set by the County. This buy back provision does not prohibit employees from the PTO buy back provision. Payment of hours will be processed as an off-cycle payroll. Individuals may only submit one (1) request during the enrollment period.

ARTICLE 33 – HEALTH BENEFITS

A. IAFF Local 3254 B-Unit shall follow the same Health Benefits Article as the A-Unit.
~~Health and life insurance benefits, except as mandated by State law, shall be provided to bargaining unit members in the same manner, including benefit levels and contributions, as all other County employees.~~

B. Bargaining unit employees shall be provided annual “Fit for Duty” physicals. Any biometric screening required under the County’s wellness program shall be conducted as part of these physicals. The results of the biometric screening portion of the physicals may be used to determine whether the bargaining unit employees have satisfied the biometric criteria under the County’s wellness program.

C. In the event that members covered in the Agreement between the Seminole County Board of County Commissioners and Local 3254 “A” Unit receive a post-employment healthcare plan benefit, members covered in this Agreement shall receive the same benefit in the same manner.

ARTICLE 34 – UNIFORMS AND EQUIPMENT

- A. The current County policies and operations bulletins regarding uniforms and equipment shall remain in effect for the term of this Agreement; provided, however, that the County shall retain the right to regulate and/or restrict the use of County uniform items.
- B. The annual uniform allowance for each member will be ~~\$500600~~.00 per fiscal year; this includes the shoe allowance of up to ~~\$175200~~.00.
- C. The County will provide the initial uniform and equipment needs of new hires and promoted members, outside the above annual uniform allowance.

ARTICLE 35 – EMPLOYEE RECOGNITION AND OTHER LEAVE

Employees covered under this Agreement shall receive the following employee recognition and miscellaneous leave benefits:

1. Service Recognition Leave. Employees are recognized for longevity of service based on total years of service. During the anniversary month, employees will receive Service Recognition leave as follows:

	<u>56-Hour Employee</u>	<u>40-Hour Employee</u>
5 years of service	1 shift off	1 day off
10 years of service	2 shifts off	2 days off
15 years of service	3 shifts off	3 days off
20 years of service and above (at five-year intervals)	5 shifts off	5 days off

Employees who receive Service Recognition Leave must use this time within one year of the applicable anniversary date. All time must be used in full shift/day increments (whichever is applicable). Upon separation of employment, employees will not receive payment for unused Service Recognition Leave.

2. Birthday Leave. Employees covered under this Agreement will receive 24 hours of Birthday Leave (8 hours for 40-hour employees) on their annual Birthday date. Birthday Leave must be used in full shift/day increments (whichever is applicable) and used within one year of employee's birthday.
3. Work Life Day Leave. Employees covered under this Agreement will receive 24 hours of Work Life Day Leave (8 hours for 40-hour employees) on January 1st of each year. Work Life Day Leave must be used in full shift/day increments (whichever is applicable) and used within the calendar year it is awarded.

ARTICLE 36 – DURATION OF AGREEMENT

This Agreement shall be effective upon ratification of the Agreement by the Union and the Board of County Commissioners, except where otherwise provided in the Wages Article, and shall thereafter continue in full force and effect until September 30, ~~2025~~2027, subject to funding by the Board of County Commissioners. If the Board of County Commissioners does not fund any portion of this Agreement, the Agreement shall be administered in accordance with Section 447.309, Florida Statutes. Upon its expiration, this Agreement shall automatically be renewed from year to year, unless either party notifies the other that it desires to modify this Agreement. The notice to modify must be made in writing and sent to the other party by registered or certified mail or email no later than ~~April 2, 2025~~90 days [prior to contract expiration](#). Furthermore, the notice to modify must include the title(s) of the Article(s) the party serving notice wishes to add, alter, or amend. Upon timely receipt of a notice to modify, the other party shall have twenty (20) days within which to provide written notification (by registered or certified mail or email) of the title(s) of the Article(s) it wishes to add, alter, or amend. All Articles not specified in a timely initial notification to modify or a timely subsequent notification to modify shall automatically be placed in the new Agreement without change.

ARTICLE 37 – UNION TIME BANK

The “B” Unit Representative will be eligible to utilize Union Time Bank subject to the provisions of Article 51 of the Agreement between Seminole County Board of County Commissioners and Local 3254 “A” Unit.

ARTICLE 38 – INCENTIVES

1. Battalion Chiefs will receive the following Special Operations Incentive pay for the number of hours of completed Department approved Special Operations coursework, subject to the approval process in paragraph 4 below. These incentive rates are not cumulative.

Special Operations Incentive Rates:

0-79 hours	No Incentive
80-159 hours	\$0.25 hr
160-239 hours	\$0.50 hr
240-319 hours	\$0.75 hr
320-399 hours	\$1.00 hr
400-479 hours	\$1.25 hr
480-559 hours	\$1.50 hr
560-639 hours	\$1.75 hr
640+ hours	\$2.00 hr

2. Approved courses for the Special Operations Incentive will be subject to the provisions of Article 49 of the Agreement between the Seminole County Board of County Commissioners and Local 3254 "A" Unit, specifically the sections titled:
 - a. "Approved courses for SHOT Incentive – Technical Rescue"
 - b. "Approved courses for SHOT Incentive – Hazardous Materials"
 - c. "Approved courses for Tower Incentive"
3. Battalion Chiefs will receive the following Chief Officer Certifications/Credentialing Incentives, subject to the approval process in paragraph 4 below:
 - a. Florida Certified Prescribed Burn Manager \$0.25 per hour
 - b. Executive Fire Officer (EFO) or CPSE CFO \$1.00 per hour
 - c. Will receive only one of the following incentives based on current level of certification:
 1. Live Fire Training Instructor 1 \$0.25 per hour
 2. Live Fire Training Instructor 2 \$0.50 per hour

d. Will receive only one of the following incentives based on current level of certification:

1. Incident Safety Officer	\$0.15 per hour
2. Health and Safety Officer	\$0.15 per hour
3. Health and Safety Officer and Incident Safety Officer	\$0.30 per hour
4. State Certified Safety Officer	\$0.50 per hour

e. Paramedic Incentive will be subject to the provisions of Article 49 of the Agreement between the Seminole County Board of County Commissioners and Local 3254 "A" Unit, titled "Paramedic Incentive".

f. Will receive only one of the following incentives based on current level of certification:

1. Fire Officer III	\$0.25 per hour
2. Fire Officer IV	\$0.50 per hour

g. Will receive only one of the following incentives based on current level of certification, and must complete 50 inspections per year:

1. Fire Inspector I	\$0.25-10 per hour
2. Fire Inspector II	\$0.50-25 per hour

h. Fire Instructor III \$0.25 per hour

4. Any bargaining unit member who wishes to be approved for any incentive pay shall submit a written memorandum to the Fire Chief (or designee) through their chain of command. The memorandum shall include a copy of the certificate of successful completion of the required department approved courses and certifications. The incentive shall commence the first day of the pay period following approval by the Fire Chief.

5. All incentives will be added to the employee's hourly base rate of pay; however, these incentive payments shall not be included in the base rate of pay in any calculation of percentage wage or salary increase.

6. All incentives will require biennial completion of a continuing education program and maintenance of the respective certifications/credentials in good standing, to continue

to receive any individual incentive. This program will be governed by any State and Federal requirements and a future Standard Operating Procedure that will be approved by the Fire Chief with comment from the Union. Those receiving incentive pay are subject to being assigned additional special projects in those areas.

7. 40-hour assigned members will have all incentives converted to a 40-hour rate of pay.

On behalf of the Seminole County Board of County Commissioners and the International Association of Firefighters, Local 3254 "B" Unit, the aforementioned Agreement has been duly executed this _____ day of _____ 2022 2026.

For Seminole County:

Bryant Applegate Darren Gray
Interim County Manager

Tricia Johnson
Deputy County Manager

Seminole County
Board of County Commissioners:

Bob Dallari Andria Herr
Chairman

For International Association
of Firefighters, Local 3254:

Jonathan DiVita
President

Matthew Hettler James Monahan
"B" Unit Representative

Attest:

Grant Maloy

Clerk of the Board of County Commissioners
Seminole County, Florida

DRAFT