

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is made by and between the Seminole County Board of County Commissioners ("Employer") and Seminole County Professional Firefighters, International Association of Firefighters Local 3254 ("Union"), collectively referred to as the "Parties". The Parties have agreed to the following:

1. Article 19 - Wages shall be amended as follows with additional text being shown in underline and the removed language is stricken-through.
2. Article 20 – Annual Paid Time Off (PTO) Leave shall be amended as follows with additional text being shown in underline and the removed language is stricken-through.
3. Article 32 – Sick/Catastrophic Leave shall be amended as follows with additional text being shown in underline and the removed language is stricken-through.

ARTICLE 19 – WAGES

EFFECTIVE UPON CONTRACT EXECUTION, AND RETROACTIVE (IF APPLICABLE) TO BEGIN THE PAY PERIOD IIN WHICH OCTOBER 1ST, 2022 FALLS

2023 Fiscal Year	2024 Fiscal Year	2025 Fiscal Year
Minimum - \$72,017	Minimum - \$72,017	Minimum - \$72,017
Maximum - \$115,227	Maximum - \$115,227	Maximum - \$115,227

- 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 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 74,086 – 118,537.

- D. 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.
- ~~F.—~~Wage increases (if any) of any kind subsequent to September 30, 2025, 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. However, if a contract is not agreed upon by September 30, 2025, all employees covered under this contract will receive a base wage (not including incentives) increase equal to the percentage change in the US Consumer Price Index for Urban Wage Earners and Clerical Workers Revised during the preceding calendar year ending December 31st. The parties agree that any such increase will be capped at and shall not exceed the average annual pay increase (both across the board and performance based) for the three years covered by this Agreement. The September 30th deadline may be extended if both the County Manager and the Union agree.

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 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.
5. 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 pay 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 (October 1 to December 31) of the fiscal year.~~ This buy back provision does not prohibit employees from the PTO buy back provision.

On behalf of the Seminole County Board of County Commissioners and the International Association of Firefighters, Local 3254 "B" Unit, the Memorandum of Agreement has been duly executed this _____ day of _____, 2024.

For Seminole County:

**For International Association
of Firefighters, Local 3254:**

Darren Gray
County Manager

Jonathan DiVita
President

Tricia Johnson
Deputy County Manager

Jim Monahan
"B" Unit Representative

**Seminole County
Board of County Commissioners:**

Jay Zembower
Chairman

Attest:

Grant Maloy
Clerk of the Board of County Commissioners
Seminole County, Florida