

**LOCAL 3254  
INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS  
"A" UNIT  
COLLECTIVE BARGAINING  
AGREEMENT**

October 1, 2024 – September 30, 2027

*Handwritten signatures in blue ink*  
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## 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.

*MMIL*   
*JP*

## ARTICLE 2 – RECOGNITION

The County recognizes the Union as the exclusive bargaining agent with respect to wages, hours, and terms and conditions of employment for all employees in Seminole County Professional Fire Fighters, A-Unit. This includes all job classifications recognized in PERC Certification No. 920 to include Lieutenant, Engineer, Firefighter/Paramedic, and Firefighter/EMT. All other County employees shall be excluded from the Unit and shall not be covered by the terms of this Agreement.

*mk* *JD*  
*JK*

### ARTICLE 3 – 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 deduction of dues as directed by the Union. 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 parties.

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## ARTICLE 4 – NONDISCRIMINATION

The current County policies regarding non-discrimination 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.

*mwk*  
*[Signature]*  
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## ARTICLE 5 – WAGES

1. Beginning the pay period in which October 1<sup>st</sup>, 2024 falls, the maximums of the classifications covered by this Agreement shall be adjusted as follows and all employees covered by this Agreement shall receive a 15% increase to their base rate of pay. After application of the 15% increases, the minimums of the classifications covered by this agreement shall be adjusted as follows:

FY 2025	Minimum	Maximum
<b>Firefighter</b>		
Annualized Pay	\$52,325.00	\$83,720.00
56 hour members	\$17.97	\$28.75
40 hour members	\$25.16	\$40.25
<b>Engineer</b>		
Annualized Pay	\$56,511.00	\$90,417.60
56 hour members	\$19.41	\$31.05
40 hour members	\$27.17	\$43.47
<b>Lieutenant</b>		
Annualized Pay	\$64,422.54	\$103,076.06
56 hour members	\$22.13	\$35.40
40 hour members	\$30.98	\$49.56

  
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2. Effective the pay period in which October 1<sup>st</sup>, 2025 falls, all employees covered by this Agreement shall receive a \$1,000 increase to their base rate of pay. After application of the \$1,000, the minimums and maximums of the classifications covered by this Agreement shall be adjusted to the following, and any employee below the new minimum will be brought to the new minimum:

<b>FY 2026</b>	<b>Minimum</b>	<b>Maximum</b>
<b>Firefighter</b>		
Annualized Pay	\$53,325.00	\$85,320.00
56 hour members	\$18.32	\$29.30
40 hour members	\$25.64	\$41.02
<b>Engineer</b>		
Annualized Pay	\$57,591.00	\$92,145.60
56 hour members	\$19.78	\$31.65
40 hour members	\$27.69	\$44.31
<b>Lieutenant</b>		
Annualized Pay	\$65,653.74	\$105,045.98
56 hour members	\$22.55	\$36.08
40 hour members	\$31.57	\$50.51

3. Effective October 5<sup>th</sup>, 2025, after the application of the increases in paragraph 2 above, all employees covered by this Agreement who have been employed for at least six (6) months as of that date shall receive a 2.5% increase to their base rate 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.

*MW/K*  


4. Effective the pay period in which October 1<sup>st</sup>, 2026 falls, all employees covered by this Agreement shall receive a \$1,000 increase to their base rate of pay. After applying the \$1,000, the minimums and maximums of the classifications covered by this Agreement shall be adjusted to the following, and any employee below the new minimum will be brought to the new minimum:

<b>FY 2027</b>	<b>Minimum</b>	<b>Maximum</b>
<b>Firefighter</b>		
Annualized Pay	\$54,325.00	\$86,920.00
56 hour members	\$18.66	\$29.85
40 hour members	\$26.12	\$41.79
<b>Engineer</b>		
Annualized Pay	\$58,671	\$93,873.60
56 hour members	\$20.15	\$32.24
40 hour members	\$28.21	\$45.14
<b>Lieutenant</b>		
Annualized Pay	\$66,884.94	\$107,015.90
56 hour members	\$22.97	\$36.75
40 hour members	\$32.16	\$51.45

5. Effective October 4<sup>th</sup>, 2026, after the application of the increases in paragraph 4 above, all employees covered by this Agreement who have been employed for at least six (6) months as of that date shall receive a 2.5% increase to their base rate 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.
6. Wage increases (if any) of any kind after September 30, 2027, and thereafter shall be subject to negotiations by the parties.

**Experienced Applicants**

- A. At the discretion of the Fire Chief, newly hired certified firefighters who have their EMT or

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*[Signature]*

Paramedic certification and two-five (2-5) years of experience may receive up to 4% above the minimum firefighter pay. At the discretion of the Fire Chief, newly hired certified firefighters who have their EMT or Paramedic certification and greater than 5 years of experience may receive up to 8% above the minimum of firefighter pay.

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*JD*  
*AB*

## ARTICLE 6 – OVERTIME

1. Overtime hours and overtime compensation shall be defined and implemented as prescribed by the Fair Labor Standards Act and the applicable regulations issued by the United States Department of Labor.
2. The Department will pay 56 hour employees overtime on the basis of accumulated hours actually worked beyond 106 hours in an adopted 14 workday period. The Department will pay 40 hour employees overtime for all hours worked in excess of 40 hours in one week. Paid and/or unpaid leave shall not count as hours worked for overtime compensation, with the exception of the Work Life Day (WLD), Birthday (BDY), Service Recognition Holiday (SRH), Union Time Bank (UTB), and High Risk Relief Day (HRR). To be eligible for double Holiday pay, the Holiday must be worked. Paychecks will be issued bi-weekly.
3. The exception to the above will be Order Ins (OTOI's). Order In's shall always be compensated at the employee's overtime rate.
4. Utilization of shift personnel to fill any position shall be at the sole discretion of management. On duty non-shift personnel will not normally be used for filling station duty assignments. Lieutenant positions will normally be filled utilizing Lieutenants.
5. Utilization of overtime will be position for position.
  - a. Lieutenant for Lieutenant
  - b. Engineer for Engineer
  - c. Firefighter/Paramedic for Firefighter/Paramedic
  - d. Firefighter for Firefighter
6. All personnel shall be subject to be "ordered to report for duty" in the event of a Department or Shift recall. All notified personnel shall report for duty. Release from duty shall be contingent on review of the specific circumstances by the shift Commander. Upon approval of the shift Commander, the employee can be released from duty. Any personnel not able to work must submit to their supervisor, no later than the next scheduled duty tour, appropriate documentation substantiating what prohibited them from working. All employees must login to TeleStaff prior to being relieved of duty.
7. Employees who have accepted or who have been ordered to work overtime shall not be permitted to accept or pay any type of compensation from or to another employee for the opportunity to work or not work overtime.
8. Whenever the Department is working under a declared "State of Emergency" all employees are to

report to their overtime assignments. No employees are permitted to give away or trade any overtime unless approved by a Chief Officer.

9. Non-shift personnel will be permitted to work overtime, however, they cannot work more than 48 consecutive hours, as permissible as to not interfere with normal work assignment. Non-shift personnel are exempt from being ordered in.
10. An employee may choose to receive "comp" time in lieu of overtime. A maximum balance of 240 hours can be maintained. If the employee chooses to receive "comp" time they shall request a Lieutenant or Battalion Chief change their OTR or OTOI work code to "CMP" by 0730 off going shift. Only one work code can be utilized for the work period being assigned. All "comp" time must be used in the fiscal year it was accrued. All unused "comp" time will be paid out, at the employee's hourly rate, in the last paycheck of September.
11. Union and Management agree to participate in a joint committee designed to evaluate staffing procedures and assure fair application of Operations Bulletin #02004. Modifications will be mutually agreed upon prior to any changes.
12. Employees shall be exempt from Order In's if already scheduled for Management sponsored or approved educational classes, medical appointments (with documentation provided upon return), for Seminole County Fire Department promotional or special teams testing, or other circumstances approved by the Fire Chief or his/her designee.

## ARTICLE 7 – WORKING OUT OF CLASSIFICATION

If a member is temporarily appointed full time to a higher level position for thirty (30) calendar days or more, commensurate with the affected pay period, the member will receive a temporary increase of 5% of 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.

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*SD*  
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## ARTICLE 8 – SICK/CATASTROPHIC LEAVE

All earned sick leave will be maintained as a catastrophic account for the employee until exhausted or paid out.

When necessary for an employee to utilize the sick/catastrophic leave for only personal illness or injury of the employee or the employee's immediate family (employee, spouse, minor children and parents), catastrophic leave may be utilized for only known extended sick leave occurrences (48 or greater consecutive hours for 56 hour employees or 40 or greater hours for 40 hour employees) if medical necessity is substantiated by documentation from a physician or a physician's representative.

Sick/catastrophic leave does not count as hours worked. The County reserves the right to send employees to the County Physician at County expense, for evaluation after the employee has been on sick/catastrophic leave for 15 or more shifts for 56 hour personnel, or 45 days for 40 hour personnel. Seminole County reserves the right to refer the medical records of the employee to the County Physician for confirmation of sick/catastrophic leave. In the event of a conflict between physicians and the County, at County expense, the County may refer the employee to a third physician, mutually agreed upon by the County physician and the employee's physician. The third party physician must be a board certified specialist dealing with the illness/injury in question.

### 1. Payment of Sick/Catastrophic Leave Upon Separation

- a. Employee must submit written resignation no less than 7 calendar days prior to the effective date of separation.
- b. Employee is separated in good standing.
- c. Payment shall be based upon the employee's regular rate of pay and years of service at the time of separation.
- d. 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
- e. 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
- f. 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.
- g. Any remaining sick/catastrophic hours may be submitted to the sick leave bank or Union Time Bank upon the employee's request.

2. 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. Such payments will be processed, if requested by the employee, during the first quarter (October 1 to December 31) of the fiscal year. 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. Individuals may only submit one (1) request during the request enrollment period. This buy back provision does not prohibit employees from the PTO buy back provision.



## ARTICLE 9 – TIME TRADES (SHIFT EXCHANGES)

Employees covered hereunder shall be permitted to engage in time (shift) trades in accordance with existing departmental policy; provided, however, that no time (shift) trade shall result in interference with departmental operations or additional costs to the County unless the employee is en-route from a previous duty assignment.

1. All time (shift) trades shall be between members of the same position:
  - a. Lieutenant for Lieutenant
  - b. Engineer for Engineer
  - c. Firefighter/Paramedic for Firefighter/Paramedic
  - d. Firefighter for Firefighter
2. It is the reporting-for-duty employee's responsibility to report to the location at which the employee that is trading time is located. When overtime is required to be paid as a result of employee tardiness, the late employee shall have the time charged to "Absent Without Pay" unless the late employee is en-route from a previous duty assignment.
3. If an employee working a time trade has a known illness or injury less than 24 hours prior to the scheduled time trade, unscheduled leave may be charged to their appropriate leave account after notification to the staffing Battalion Chief is made
4. Employees who become sick and cannot fulfill their time (shift) trade obligation shall be required to provide proof of illness (dated medical documentation from a physician or a physician's representative as a condition precedent to receipt of unscheduled leave). The Supervisor will validate the note and confirm that the unscheduled leave was utilized appropriately, reviewing the documentation for completion to ensure that (a) dates for the leave are covered and (b) it contains the appropriate information showing that leave was required. The Supervisor will forward any valid and appropriate notes through their Chain of Command for further review. Unsubstantiated or unacceptable reasons shall result in Disciplinary Action.
5. The time trade will be entered into TeleStaff by both time trading participants.
6. Notwithstanding the provisions of this Article, the Battalion Chief and/or Lieutenant shall reserve the right to deny time trades for any reason he/she deems appropriate.
7. Approved leave may not be taken in lieu of actually working a time trade, with the exception of the provisions listed in #4 above.
8. Non-shift employees will not be permitted to engage in time (shift) trades.

9. Time trades may be entered at any time prior to (17 hours) 1500 hours the day before the scheduled time trade. Time trades entered after this time frame shall have to be entered by a next level supervisor. Time trades will be considered scheduled leave and be without penalty, provided appropriate level supervisor has been notified and approval received.
10. The employee entering the time trade must assure that who is TTO (time trade off) and who is TTW (time trade working) is shown on the roster.
11. If an employee working a time trade has a known illness or injury more than 24 hours prior to the scheduled time trade, the time trade will be cancelled. If the employee who was to be off is unable to secure another Time Trade, refer to Article 18.

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## ARTICLE 10 – BEREAVEMENT LEAVE

Members may, 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 calendar year due to death in his/her immediate family. Such requests must be approved by the Fire Chief. 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, Sister-in-Law.

1. Other approved leave attached to Bereavement Leave to complete a shift off will be approved by the Fire Chief above the 15% of positions allowed off with proper documentation.

## ARTICLE 11 – MATERNITY

1. The current County policies and Departmental operations bulletins regarding maternity leave shall remain in effect for the term of this Agreement.
2. The current Operations Bulletin regarding Temporary Re-assignment of Pregnant Fire/Rescue employees shall remain in effect for the term of this Agreement with the following revisions:
  - a. The employee may remain on active duty if the employee presents written medical documentation supporting an unrestricted fitness for duty release from the attending physician. Seminole County reserves the right to refer the medical records of the employee to the County Physician for confirmation of unrestricted fitness for duty evaluation. In the event of a conflict between physicians and the County, at County expense, the County may refer the employee to a third physician, mutually agreed upon by the County physician and the employee's physician.

## ARTICLE 12 – HOLIDAYS

### 1. Shift Personnel

- a. The current County policies and Departmental operations bulletins regarding holiday leave 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 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 the 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

- a. The current County policies and Departmental operations bulletins regarding holiday leave 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 substitution shall apply to the employees covered hereunder. Forty (40) hour personnel are not eligible to work overtime on County recognized holidays.

## ARTICLE 13 – 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.

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*[Signature]*

## ARTICLE 14 – WORK SCHEDULES

1. Bargaining unit member's workday and work period for payroll, benefits, overtime, and compensatory time purposes will be calculated as follows for the term of this Agreement.
  - a. Official work period: 56 average hours per week.
  - b. Official workday for benefit calculations: 24 hour shift.
  - c. Hours of workday, work week: 24 hours on and 48 hours off equal 56 average hours per week.
  - d. Overtime compensation will be in accordance with Article 6 "OVERTIME."
2. Nothing contained herein shall prohibit the Fire Department from temporarily reassigning any bargaining unit employee from a 56 hour (24 on 48 off) shift schedule to a 40 hour, non-shift schedule. For the period of such temporary assignment the employee's benefits shall be calculated and accrue in the same manner as those of 40 hour non-shift scheduled employees. When temporary assignments are made, employees will be compensated for eligible leave buybacks at a rate prorated by years of service.
3. Nothing contained in this Article shall restrict the Fire Department from changing starting and quitting times within the framework of a 24 hours on, 48 hours off (56 hours) shift schedule. A notice of 90 days shall be given to the Union if the Department wishes to change starting and/or quitting times.
4. Lieutenant/EMS and Lieutenant/Training positions are considered to be 40 hour positions. EMS 1 Lieutenant position(s) is considered to be 56 hour position(s).
5. Employees assigned to 40 hour positions at the discretion of management (excluding light duty assignments, employee going through administrative review, and/or worker's compensation assignments) will receive a 5% increase to their 40 hour base rate throughout the assignment. Incentives will be excluded from this calculation, and this adjustment will not be applied when employee is working shift (56 hours) overtime and when raises are calculated.


## ARTICLE 15 – HEALTH BENEFITS

1. 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.
2. Annual physicals will be conducted for “Fit for Duty” evaluations and will be considered by the County as an equivalent to all qualifications for any County health screening and/or Biometric screening requirements. The results of such annual physicals will be used for the annual wellness requirements.
3. The County follows Florida State Statute for line of duty death benefits.

  
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## ARTICLE 16 – VACANCIES AND PROMOTIONS

1. The current County policies and Departmental Operations Bulletin #02020 “Promotional Candidate Selection Procedure – Fire Lieutenant” and Operations Bulletin #02021 “Promotional Candidate Selection Procedure – Fire Engineer” regarding vacancies in and promotions to bargaining unit positions shall remain in effect for the term of the Agreement.
2. The Promotional Candidate Selection Procedures Operations Bulletin #02020 and Operations Bulletin #02021 shall remain in effect and cannot be modified unless the Department and Union mutually agree to the change.
3. Employees covered under this contract will be brought to the minimum pay for the rank of Lieutenant or receive a 10% increase added to their base pay whichever is greater upon their promotion to Lieutenant from the rank of Firefighter. Employees promoted from Engineer to Lieutenant will receive a 5% increase added to their base pay or the employee will be brought to the Lieutenant minimum, whichever is greater.
4. Employees promoted from the rank of Firefighter to Engineer will be brought to the minimum pay for the rank of Engineer or receive a 5% increase added to their base pay, whichever is greater, upon their promotion.
  - a. Units allocated for Engineers will be at the sole discretion of the Fire Chief but all engines, aerals and squad will be prioritized for implementation.

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## ARTICLE 17 – SAFETY

1. The current County policies and Departmental operations bulletins regarding safety shall remain in effect for the term of this Agreement; provided, however, that modifications to safety practices and procedures implemented on a County-wide basis (i.e. for all County Departments and employees) shall apply to the employees covered hereunder.
2. The County shall comply with all current local, state and federal laws pertaining to safety in the workplace during the term of this Agreement.

*mwil*  
*[Signature]*

## ARTICLE 18 – LEAVE SCHEDULING

### 1. Leave Scheduling

- a. Employees covered by this Agreement will be given an opportunity annually to schedule advanced leave per Operations Bulletin #02022.
- b. Seniority shall prevail in all cases.
- c. Regular scheduling of leave will be in accordance with Operations Bulletin #02022.
- d. Operations Bulletin will be agreed upon by Union and Management.

### 2. Leave Limitations

#### a. Leave Usage Limits

The maximum number of personnel permitted to be on leave at any one time will be 15% of the total budgeted (rounded up to the nearest whole number), unfrozen positions per shift, of which no more than six (6) will be Lieutenants and no more than (5) will be Engineers.

The only types of leave that are not included in the leave limits include the following:

Workers Compensation, Military Leave, Leave Without Pay for Military reasons, Bereavement Leave, Sick Leave Bank Leave, and Union Time Bank Leave. As an exception, the Fire Chief/designee may approve other leave in excess of these Leave Limits upon a member request, on a case-by-case basis. Refer to Article 10-1 in reference to Bereavement leave limitations.

- b. PTO leave shall not be earned during a leave without pay or when an employee is in a non-pay status during an entire payroll cycle. PTO leave shall continue to be accrued while an employee is utilizing Sick Leave Bank hours.
- c. Terminal Leave may be taken at the end of employment and is limited to a maximum of 10 shifts, or one calendar month (30 days). To be eligible for terminal leave, an employee must have completed 15 years of service and be in good standing.
- d. Any changes to Operations Bulletin #02022 "A Unit Leave Scheduling" must be agreed to by both the Union and Management.



## ARTICLE 19 – 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 20 – WORK STOPPAGES

There shall be no strikes, lockouts, work stoppages, slowdowns, mass resignations, sickouts, 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 which are the basis of the health and welfare of the County's citizens and that 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 authorized agents, representatives, and/or officers, which act constitutes a violation of this Article.

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*[Signature]*

## ARTICLE 21 – EFFECTIVE UTILIZATION OF PERSONNEL

1. All personnel can be required to float. When it becomes necessary for a vacancy to be filled, a Lieutenant having more personnel than needed for unit staffing, as determined by the shift supervisor, assigned to his/her station will be responsible to recommend to the Battalion Chief which employee assigned to his/her station will float to fill the vacancy. The station Lieutenant shall consider operational efficiency in making his/her recommendation. The least senior station person shall be considered first; but if conditions warrant, a more senior person may float. The Battalion Chief shall take into consideration the experience and expertise of the employee and the needs of the station to which the employee is being floated before approving the recommendation of the station Lieutenant.
2. When it becomes necessary for a vacancy to be filled by a Lieutenant, the least senior Lieutenant shall be considered first, but if conditions warrant, a more senior Lieutenant may float.
3. A more senior Lieutenant can request to float but must continue to float until an additional position is authorized or another Lieutenant volunteers to float, or a new Lieutenant is promoted.
4. Lieutenants serving a probationary period will not be used to float. Probationary Lieutenants will be assigned to a station and the next least senior Lieutenant will be considered the least senior Lieutenant for floating purposes.
5. A new employee that is not prepared to function as a member of a two-person crew shall not float. Employees not qualified to float can be assigned a new duty assignment if circumstances warrant.
6. Satisfactory progression through new hire training requirements will permit the employee to be assigned to fulfill Department needs. The criteria "satisfactory" progression will include:
  - a. Successful progression of new hire check-offs shall be required for float status. Successful progression will be determined by management and competencies verified through Professional Standards.
  - b. The ability of an employee to function as member of a two-person crew, as documented by a written recommendation from the employee's Lieutenant, releasing the individual for unrestricted duty. Unrestricted duty denotes that the individual is able to:
    - i. Be assigned to another duty station as needed.
    - ii. Engage in time trades.
    - iii. Work overtime assignments.

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- c. A maximum of one-time trade; not to exceed 24 hours, may be approved during an employee's restricted duty time. Time off or time trades beyond this may be approved on a case by case basis by the Fire Chief or designee.
- d. Any employee certified as a Paramedic at the time of hire, or who becomes certified as a Paramedic during employment, shall be required to maintain his/her Paramedic certification and County Certified Paramedic status. Employees who fail to remain certified or voluntarily lose the certification without prior approval from the Fire Chief shall be subject to discipline up to and including termination.

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## ARTICLE 22 – LIGHT DUTY

1. Light Duty (On-the-Job Injury)
  - a. Light duty shall be at the discretion of the Fire Chief and only available to employees who cannot perform their regular job due to an on-the-job injury. Light duty work may include an assignment in any County Department.
  - b. Light duty shall only be offered where the Fire Chief determines that there is productive work available. Under no circumstances will work be “created” for the purpose of offering light duty.
  - c. Light duty must be consistent with the physical limitation prescribed by the physician or a physician’s representative who has treated/examined the employee and is fully aware of the nature and details of the employee’s regular job duties.
2. Light Duty (Off Duty Injury or Illness)
  - a. Light duty will be considered on a case by case basis by the Fire Chief. Once light duty is offered by the Fire Chief, the employee must commit to the assignment or choose to use their own leave. If the light duty was declined, it will not be offered again.
  - b. If a bargaining unit employee cannot perform his/her regular job duties due to an off duty injury or illness, the Fire Chief, in his/her discretion, may offer such an employee light duty work subject to the conditions set forth in paragraph 1 (a-c) above. The nature and duration of any such light duty work shall be within the discretion of the Fire Chief.
  - c. Except as otherwise required by law, employees injured or becoming ill in the line-of-duty shall have preference over employees injured or becoming ill off duty with respect to light duty assignments.

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## ARTICLE 23 – SENIORITY

The current County policies and Departmental operations bulletins regarding seniority shall remain in effect for the term of this Agreement. Seniority for the purposes of Departmental operations, e.g. overtime list, order-in list, forecasted leave list, shall be determined as follows:

1. Seniority shall be by rank.
2. Seniority shall be determined based upon the date the employee was first appointed to the classification or equivalent classification. Time served in higher classification within the Department shall be cumulative to seniority in lower classification. Seniority for an employee who voluntarily or involuntarily is demoted and subsequently is promoted again shall begin with the effective date of the second promotion. If two (2) or more employees have the same appointment date, the employee with the earliest date of hire with the Department will be ranked ahead; if equal, the employee with the earliest date of hire by Seminole County will be ranked ahead; if equal, employees will be ranked by seniority/opportunity number.
3. Specific for Special Hazards and Operations Teams (SHOT) and Tower Teams, seniority shall be based upon the date the employee was first appointed to that team specific to the classification or equivalent classification that they are selected for. Seniority for an employee who voluntarily or involuntarily is demoted and subsequently is promoted again shall begin with the effective date of the second promotion. If two (2) or more employees have the same appointment date, the employee with the earliest date of hire with the Department will be ranked ahead; if equal, the employee with the earliest date of hire by Seminole County will be ranked ahead; if equal, employees will be ranked by seniority/opportunity number.
4. If promotional candidates are promoted or assigned the same day, the employee higher on the list will be considered more senior.



## ARTICLE 24 – JURY/WITNESS DUTY

The current County policies and Departmental operations bulletins regarding jury/witness duty will remain in effect for the term of this Agreement.

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## ARTICLE 25 – MILITARY LEAVE

The current County policies and Departmental operations bulletins regarding military leave will remain in effect for the term of this Agreement.

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## ARTICLE 26 – VOTING/ELECTIONS

The current County policies and Departmental operations bulletins will remain in effect; provided, however, that such policies and operations bulletins shall not apply (i.e. employees shall not receive compensation for voting or be permitted to vote while on duty) where “early voting” is available.

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## ARTICLE 27 – SPECIAL EVENTS

The current County policies and Departmental operations bulletins regarding special events/standby shall remain in effect for the term of this Agreement; provided, however, that the County shall be under no obligation to participate or engage in special events/standby assignments.

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## ARTICLE 28 – RECERTIFICATION

The current County policies and Departmental operations bulletins regarding recertification shall remain in effect for the term of this Agreement.

1. Employees shall not be paid for time attending off-duty training for ACLS and any other State or federally mandated certifications/re-certifications. The exception to this will be CPR, which will be provided on duty. The County shall provide 8 hours of recertification leave once per year, to be added to the employee's PTO balance in the first full pay period of December.
2. Employees shall be paid at their hourly rate for time in actual attendance at approved off-duty training for PHTLS, PALS, and any other Department mandated certifications/re-certifications or training programs.

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## ARTICLE 29 – UNIFORMS AND EQUIPMENT

1. The current County policies and Departmental 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 uniform items where such items are provided by the County.
2. The Annual Uniform Allowance for each member will be \$600.00 per fiscal year; this includes the shoe allowance of up to a total of \$200.00.
3. The initial needs of New Hires and Promoted Members will not be counted in the above Uniform Annual Allowance. For New Hires, the Class A uniform will be issued after successfully completing the probationary period.
4. Class A uniforms will be provided to all members of the Department once. Alterations/replacements needed (other than a defective item) will be the responsibility of the employee and may be deducted from their annual uniform allowance. It will be the employee's responsibility to have sizing completed by the current uniform vendor. Sizing will be accomplished by the employee no later than 60 calendar days after the signing of this Agreement. The Fire Chief has the discretion to provide additional time for fitting for any reason he/she deems appropriate.

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*JD*  
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## ARTICLE 30 – COMPENSATION UPON SEPARATION

1. The current County policies and Departmental operations bulletins regarding compensation upon separation will remain in effect for the term of this Agreement.
2. Retirement from employment will follow the State of Florida retirement guidelines.
3. Layoffs will follow County Personnel Policies.
4. Payment of Annual PTO Leave upon Separation
  - a. Eligible employees may be eligible for a lump sum payment of their unused annual PTO leave upon separation according to the following:
    - i. Employee has completed the probationary period. Employees who are serving a probationary period due to promotion shall be exempt from this stipulation.
    - ii. Employee submits written resignation no less than 7 calendar days prior to the effective date of separation.
    - iii. Employee is separated in good standing.
    - iv. Payment shall be based upon the employee's regular rate of pay at the time of separation.
    - v. Payment of unused annual PTO leave upon separation shall not exceed 960 hours.
  - b. Bargaining unit members participating in the Florida Retirement System 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 bargaining unit member separates.

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*[Signature]*

## ARTICLE 31 – MILEAGE ALLOWANCE

The current County policies and Departmental operations bulletins regarding mileage allowance shall remain in effect for the term of this Agreement.

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## ARTICLE 32 – SUBSTANCE ABUSE TESTING

1. The current County policies and Departmental operations bulletins regarding substance abuse testing will remain in effect for the term of this Agreement.
2. Employees will continue to be subject to substance testing as part of their annual physicals. A ten panel drug screening test shall be used for such testing. The parties will mutually agree to chain of custody as well as secondary screening processes.
3. Below in the table are the cut off concentrations for the DOT test.
4. Due to the high risk nature of the job, the County will maintain a zero tolerance, drug free workplace. A positive drug test during your yearly physical will result in the appropriate disciplinary action determined by the Fire Chief. Employees with appropriate prescriptions from a medical practitioner for medications/drugs that are legal under both state and federal law will be excluded.

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*SP*  
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<u>Initial Test Analyte</u>	<u>Initial Test Cutoff Concentration</u>	<u>Confirmatory Test Analyte</u>	<u>Confirmatory Test Cutoff Concentration</u>
Marijuana Metabolites	50 ng/mL	THCA <sup>1</sup>	15 ng/mL
Cocaine Metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
<b><u>Opiate Metabolites</u></b>			
Codeine/Morphine <sup>2</sup>	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
<b><u>Amphetamines<sup>3</sup></u></b>			
AMP/MAMP <sup>4</sup>	500 NG/mL	Amphetamine	250 ng/mL
		Metamphetamine <sup>5</sup>	250 ng/mL
MDMA <sup>6</sup>			
	500 ng/mL	MDMA	250 ng/mL
		MDA <sup>7</sup>	250 ng/mL
		MDEA <sup>8</sup>	250 ng/mL

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### ARTICLE 33 – PROBATIONARY EMPLOYEES

1. The current County policies and Departmental operations bulletins regarding probationary employees shall remain in effect for the term of this Agreement. New hire probationary employees shall be deemed “at will” employees and shall have no grievance or appeal rights under County policy and/or the provisions of this Agreement.
2. New hire probationary employees shall serve a twelve (12) month probationary period, except as indicated in 5 below.
3. Employees serving a probationary period as a result of a promotion shall serve a six (6) month probationary period. If an employee fails to complete his/her probation he/she will be returned to his/her base pay, rank, and seniority.
4. New hires in the first year of employment may not volunteer for holiday overtime.
5. New hire employees who are certified Paramedics shall be required to complete an eighteen (18) month probationary period. During the last six (6) months of their probationary period, such employees shall be probationary only with respect to becoming County Certified by the Seminole County Medical Director.

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*[Signature]*

## ARTICLE 34 – PAID TIME OFF (PTO)

The following leave provisions shall be in effect:

### 1. PTO Accrual Rate

Fifty-Six (56) hour bargaining unit members will accrue PTO Leave hours according to the following schedule:

Full-Time Years of Service	Hours per Biweekly Accrual
0 to 5 years	11.5
5+ to 10 years	13.3
10+ to 15 years	15.2
15+ to 20 years	17.0
20+ years	18.9

Forty (40) hour bargaining unit members will accrue PTO Leave hours according to the following schedule:

Full-Time Years of Service	Hours per Biweekly Accrual
0 to 5 years	6.2
5+ to 10 years	7.2
10+ to 15 years	8.2
15+ to 20 years	9.2
20+ years	10.2

### 2. PTO Provisions

a. Employees who have more than 1700 hours of accrued PTO on the effective date of this Agreement may choose to use the hours in excess of 1700 in accordance with the Leave Usage section below. Alternatively, employees who have more than 1700 hours of accrued PTO on the effective date of this Agreement may choose to have the hours in excess of 1700 cashed-out and paid out. When the employees' accrued hours fall below 1700, the new maximum of 1700 hours will apply. Employees who were below 1700 hours prior to this contract and go over 1700 will be paid out for all PTO hours accrued over 1700 each fiscal year. This payout will not count towards their annual PTO "buy back."

#### b. Annual PTO "Buy Back" Provision

Fifty-six (56) hour employees may receive payment for up to 112 hours of Paid Time Off leave annually, if they maintain a balance of at least 336 hours of PTO. Forty (40) hour

employees may receive payment for up to 80 hours if they maintain a balance of at least 240 hours PTO. Such payment will be processed, if requested by the employee during the first quarter (October 1 to December 31) of the fiscal year. 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. Individuals may only submit one (1) request during the request enrollment period.

Newly hired probationary members are not permitted to participate in the Annual PTO Buy Back while in their first-year probationary period.

### 3. PTO Leave Usage

- a. Newly hired probationary members are not permitted to utilize scheduled PTO Leave while in the first six months of their probationary period. However, they are permitted to utilize unscheduled PTO leave in accordance with the restrictions governing the use of such leave.
- b. PTO requests must be taken in increments of no less than eight hours (8). Members will not be required to take any minimum number of PTO hours during the year.
- c. Increments of no less than 8 hours of PTO / Comp Time may be approved for career related educational purposes. The exception to this rule will be at beginning and end of shifts. From 0600 to 0800, members may use a one or two-hour block of time (to end at 0800 hours) and from 0800 to 1600 hours, members may utilize one hour increment of time that must start at 0800 hours. The classes shall be approved in advance (through the chain of command) by the Shift Commander, and employees must show proof of class completion, by some sort of appropriate documentation depending upon type of class. If the material is time sensitive (last minute / unanticipated class enrollment / acceptance as an example), the request may be sent directly to the Shift Commander, but must be copied to the Chain of Command recipients. In the event a course is not completed or the members stops attending the class for any reason, the remainder of the approved educational leave for the member shall be suspended

### 4. Birthday/Work Life Day/High Risk Relief (HRR) Day

- a. Birthday leave (BDY) is one day/shift off with pay; awarded on the member's birthday and to be used within 12 months thereafter or is forfeited. Birthday leave counts as hours worked.

- b. Work Life Day (WLD) is one day/shift-off provided to all members as a healthy balance between personal and professional needs. Work Life Day counts as hours worked. Awarded each calendar year and must be used within 12 months thereafter.
- c. High Risk Relief (HRR) are shifts provided to all members to combat the challenges associated with firefighting and to promote the importance of wellness. High Risk Relief Days count as hours worked. HRR days are awarded each calendar year and must be used within 12 months thereafter.

0*-4 years	3
5-9 years	4
10+ years	5

\*New hire employees hired after June 30 of any calendar year will receive only 1 HRR day for that calendar year.

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*[Signature]*

**ARTICLE 35 – EMPLOYEE ASSISTANCE**

The current County policies and Departmental operations bulletins regarding the employee assistance program shall remain in effect for the term of this Agreement; provided, however, that the County shall retain the right to put out for bid the Departmental employee assistance program and obtain an employee assistance program based on an assessment of the cost and benefits involved.

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## ARTICLE 36 – CALL BACK PAY

Call back pay is provided to compensate employees required to return to work after completing a regularly assigned shift. Eligibility for call back pay is as follows:

1. Any employee who is off duty and required to return to work on an unscheduled basis shall be eligible for call back pay.
2. Employees required to return to work two (2) hours prior to his/her regularly scheduled starting time shall be paid for the actual time worked.
3. Any employee who is on duty and is instructed and assigned to remain on duty shall be ineligible for call back pay but eligible for compensation at the appropriate rate of pay.
4. Employees required to continue working after completion of his/her regularly scheduled shift shall be ineligible for call back pay but eligible for compensation at the appropriate rate of pay.
5. Any employee eligible for call back pay shall be paid for the actual hours worked, with a minimum guarantee of two (2) hours of pay.

  
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## ARTICLE 37 – RULES AND REGULATIONS

1. Except as modified by a specific provision of this Agreement, the Union agrees that the employees covered hereunder and the County shall comply with all rules, regulations, policies, procedures, and operating bulletins of the County and the 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 operating bulletins, the County or the Department shall provide a courtesy copy of any new (or amended) rule, regulation, policy, procedure, or operating 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 post at each fire station, the training bureau, and the Administration Building the new (or amended) rule, regulation, policy, procedure, or operating bulletin. "Posting" may be accomplished through electronic mail, telecommunication, 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 operating bulletin, no bargaining unit employee shall be disciplined for violation or any such new or amended rule, regulation, policy, procedure, or operating bulletin until the County and/or the Department has informed the Union of and posted such new or amended rule, regulation, policy, procedure, or operating bulletin in accordance with the above procedure. For the purpose of this Article, electronic mail, hand delivery, or mailing to the President of Local 3254 or any other officer (including member of the Executive Board of Local 3254) shall be deemed service upon the Union. Mailing shall be effective upon deposit in the United States mails by the County or the Department.
4. Any member who has his/her driving license suspended must immediately notify the Shift Commander and will be placed on PTO leave, or leave without pay if PTO leave has been exhausted, for a time to be determined by the Fire Chief, but no less than 90 calendar days to restore his/her driving privileges without restriction. Work Driving permits are not acceptable. Any member who fails to have his/her driver's license restored without restriction during this time period shall be subject to disciplinary action, up to and including termination. Members using PTO to restore their driving privileges shall be included in the calculation of the maximum number of members allowed off on any given shift under Article 18.
5. In reference to Formal Inquiries and Administrative Reviews, if extensions are needed, the Union and affected employees must be notified by electronic mail of the extenuating circumstances and reasons. Management will notify Union and affected employees of the extension timeframe.

## ARTICLE 38 – GRIEVANCE AND ARBITRATION

1. 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.
2. A “grievance” is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed (through SharePoint) by a bargaining unit employee (through their Chain of Command) 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. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. The County need not entertain or process any dispute, claim or complaint or other matter not meeting this definition.
3. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits. Working day will be defined as Monday through Friday.

**STEP 1:** An aggrieved employee or the Union shall present in writing grievance to the aggrieved employee’s Assistant Chief through SharePoint within ten (10) working days excluding holidays and weekends 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 Assistant Chief shall forward a copy of the grievance to the Deputy Chief of Administration and the Fire Chief. The grievance shall be signed by the employee or the Union 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 Assistant Chief shall, within ten (10) working days, excluding holidays and weekends after presentation of the grievance, to render his/her decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Deputy Chief of Administration, the Fire Chief, and the Director/Manager 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 through SharePoint within ten (10) working days, excluding holidays and weekends after receipt of the Assistant Chief's response in Step 1 above. The Deputy Chief of Administration shall issue his/her decision in writing on the grievance within ten (10) working days, excluding holidays and weekends after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, the Assistant Chief, Fire Chief, and the Director/Manager 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 through SharePoint with the Fire Chief within ten (10) working days excluding holidays and weekends after receipt of the Deputy Chief of Administration's Response in Step 2 above. The Fire Chief shall issue his/her decision in writing on the grievance within ten (10) working days excluding holidays and weekends after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, and the Director/Manager 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) working days excluding holidays and weekends after receipt of the Department Director response in Step 3 above. The County Manager shall issue his/her decision in writing on the grievance within ten (10) working days excluding holidays and weekends after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, the Fire Chief and the Director/Manager of Human Resources.

4. 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 through SharePoint to the Director/Manager of Human Resources within ten (10) working days excluding holidays and weekends 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 issues 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 County Personnel Policies 801, provided that such procedure is timely invoked after the issuance of the County Manager's decision.

5. Within ten (10) working days excluding holidays and weekends from receipt of such notice of arbitration, the parties shall move to select an arbitrator by jointly requesting 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, persons not acceptable, 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.
6. 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 expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided by 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 expense of its own witnesses and of its own representatives for purposes of the arbitration hearing.
7. 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.
8. 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 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 grieving party met its burden of proving that the action by the non-grieving party violated a specific provision of this Agreement.

9. No decision of any arbitrator or of 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. Any retroactive wages resulting from the arbitrator's decision shall be limited to the twenty-eight (28) calendar day period immediately preceding the filing of the grievance in Step 1.
10. 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.
11. Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure.
12. Non dues-paying bargaining unit employees may avail themselves of all the procedures under this Article.



## ARTICLE 39 – PHYSICAL AND MENTAL CONDITION

1. In accordance with current County policies and Departmental operations bulletins, employees covered hereunder shall be physically and mentally capable of performing their job requirements and duty assignments.
2. Members shall receive an Annual Physical each fiscal year, and shall be compensated at their hourly rate of pay for their off duty attendance. Members will be compensated a minimum of two hours, or, the amount of time the member is at the Annual Physical. The member will notify the on duty Staffing Battalion Chief or designee, on all hours over two, immediately following the physical. Employees are required to have blood drawn prior to their physical to facilitate a comprehensive fit for duty evaluation. Members will be notified of the required timeframe to have their blood drawn and shall be compensated one hour at their hourly rate of pay. The member shall notify the on-duty Staffing Battalion Chief or designee when the blood draw is completed.

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## ARTICLE 40 – MANAGEMENT RIGHTS

1. The County reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.
2. The Union and the employees under this Agreement recognize and agree that the County has the sole and exclusive right, except as specifically provided for in this Agreement, 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 Fire Service;
  - b. Decide the scope of service to be performed and the method of service;
  - c. Set minimum performance standards for service to be offered to the public;
  - d. Change, modify or alter the composition and size of the work force, including the right to lay off employees because of lack of work, funds, or other legitimate reasons;
  - e. Schedule and assign employees and determine the size and composition of the workforce;
  - f. Assign overtime work to employees in accordance with overtime procedures;
  - g. Determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment used, and introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
  - h. Hire (including the right to refrain from hiring) and/or otherwise determine the criteria and standards of selection for employment (including minimum qualifications);
  - i. Fire, demote, suspend or otherwise discipline in accordance with the County's Code of Conduct (note: The County Disciplinary Action Procedures do not apply to bargaining unit employees);
  - j. Promote and/or otherwise establish criteria and/or procedures for promotions in accordance with current County policy and determine the number and types of positions as well as the number and types of positions in each classification;
  - k. Transfer and assign employees in positions within the organizational structure of the Fire Services;
  - l. Recall employees in accordance with established County recall procedures;
  - m. Determine the allocation and content of job classifications, and determine all training parameters for all Fire Service positions including persons to be trained and the extent and frequency of training.
  - n. Create, expand, reduce, alter, combine, or cease any job and/or merge, consolidate, expand

curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, due to lack of funds or other legitimate financial or operational reasons;

- o. Determine the number, location, and operation of all fire stations, division, and units;
  - p. 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;
  - q. Contract and/or subcontract any existing or future work whenever the County's operational and/or financial interests make such action advisable;
  - r. Require any and/or all bargaining unit employees to submit to an examination by a medical doctor (including a psychiatrist) and/or a psychologist based upon the reasonable belief that the employee is unable to perform any or all of his assigned job duties;
  - s. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement.
3. The above rights of the County are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the County in its general capacity as management. Any of the rights, powers, and authority that the County had prior to entering into this collective bargaining agreement are retained by the County.
  4. If the County fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the County's right to exercise any or all of such functions.
  5. If, in the sole discretion of the County Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, storm conditions (e.g., hurricane), or any similar catastrophe, the provisions of this Agreement may be suspended by the County Manager during the time of the declared emergency; provided that wage rates and monetary fringe benefits shall not be suspended.

## ARTICLE 41 – SMOKING POLICY

1. The current County policies and procedures and Departmental operations bulletins regarding the Smoking Policy shall remain in effect for the term of this Agreement. Employees hired on or after October 1, 1989 shall not be permitted to use tobacco or tobacco products, on duty, during their employment tenure with the Fire Department.
2. Employees found not to be in compliance with the No Smoking Policy shall be subject to progressive discipline.
  - a. Employees shall not use any form of tobacco, electronic cigarettes, or vapor producing devices in County buildings or while in County vehicles.

## ARTICLE 42 – PREVAILING RIGHTS

The rights, privileges, and working conditions of employees covered hereunder shall be limited to those specifically set forth in this Agreement, Department Policies, County Personnel Policies, and any amendments made thereto pursuant to the provisions of this Agreement.

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## ARTICLE 43 – LINE-OF-DUTY INJURY PAY

The current policies and procedures regarding Line-of-Duty Injury pay shall remain in effect for the term of this Agreement.

1. Payment of workers' compensation benefits shall be made in accordance with FSS 440 and as amended.
2. Normal (regular) pay, for purposes of workers' compensation supplemental benefits (i.e. annual leave, PTO or sick leave as appropriate), is defined as the employee's salary as if the employee worked the normal 14-day work schedule, e.g., 106 straight hours plus 6 hours overtime or non-shift employee worked the normal 14-day work schedule, e.g. 80 straight hours.
3. Employees removed from active duty, by County Physician, during the course of annual physical or special physical, for treatment and/or further testing, shall utilize sick leave if such absence is not compensable under workers' compensation regulations or unless it is determined the County physician's concerns were in error, then the leave shall be reinstated.

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## ARTICLE 44 – PAYROLL DISTRIBUTION

1. Bargaining unit employees shall be paid on a bi-weekly payroll schedule. All hours worked by the employee and approved leave time shall be recorded, calculated and paid for each day of the payroll schedule. The bi-weekly payroll schedule begins with and shall parallel the 14-day pay cycle.
2. Payroll stubs shall be distributed by electronic mail. Distribution shall occur no later than Friday following the end of the bi-weekly period. Employees will enroll in direct deposit of paychecks.

## ARTICLE 45 – SICK LEAVE BANK

1. The Firefighters' Sick Leave Bank ("FFSLB") for bargaining unit employees shall be established through voluntary donations of PTO or Sick Leave Catastrophic hours from bargaining unit employees. The Firefighters' Sick Leave Bank must maintain a balance of 8000 hours. The annual donation amount may be modified to ensure this minimum is maintained from year to year. Operations Bulletin #02018 establishes the procedures for donations and requests for FFSLB hours.
2. Receipt of workers' compensation benefits for part-time or full-time outside County employment shall not exclude eligibility for FFSLB withdrawal provided that such benefits do not include payment/reimbursement of loss of County wages and the employee had, prior to the injury, received approval for outside employment in accordance with County and Department Policies and Procedures, and the employee had complied with all State regulations for maintenance of workers' compensation insurance. The employee cannot voluntarily defer or decline workers' compensation benefits in order to obtain or receive sick leave bank benefits.
3. Withdrawals from the Firefighters' Sick Leave Bank are limited to a total of 1440 hours per twelve-month period, per employee. Amount awarded will be determined by the Sick Leave Bank Committee by a majority vote and on a case by case basis. Membership/donation does not guarantee being awarded hours. Amount awarded will be determined by years of service, years of membership, status of FFSLB, employee leave history, and other factors. An interview with the Committee is recommended. The interview is not required to be in person and can be done over the telephone.
4. Bargaining unit employees shall not be eligible to contribute and/or withdraw sick leave hours from the County's sick leave bank.
5. The Firefighters' Sick Leave Bank Review Committee shall be composed of five (5) members, three (3) of which must be bargaining unit members: two (2) Committee members shall be appointed by Local 3254, two (2) Committee members by the Fire Chief and one (1) Committee member by the County Manager. The members shall serve staggered 24-month terms. Appointments may be reevaluated on January 1<sup>st</sup> when the 24 month term is expired.
6. The Firefighters' Sick Leave Bank Review Committee may recommend policy changes for review by Local 3254 and the County Manager and adoption by the mutual agreement of the Board of County Commissioners and Local 3254.
7. All employees covered under this Agreement will be included as members of the FFSLB and will be subject to the annual FFSLB donation and will continue thereafter unless the employee chooses to

annually opt out. The required donation is defined in the chart in Section 9. All members will have the opportunity to opt out of the FFSLB annually by submitting an email (SCFDSickLeaveBank@seminolecountyfl.gov) to the FFSLB Committee requesting they be removed. That request must be received by the Committee by December 1<sup>st</sup>.

8. If a FFSLB member has chosen to opt out of the FFSLB he/she may do so via an email sent to the FFSLB Committee. Such email must be received by December 1. Rejoining the FFSLB after opting out will be subject to a 100 hour penalty assessment in addition to the annual donation of PTO and/or Sick Leave Catastrophic according to the Sick Leave Bank Annual Donation Scale below. The FFSLB Committee Chair will select a FFSLB Committee member to oversee this process.
9. The chart below itemizes each donation category. Members who do not have the required hours upon the last pay cycle of October are not permitted to continue membership without submitting a waiver request and having that request approved by the FFSLB Committee. The instructions for submitting a waiver request are located in Section 10.

Total Leave Balance at the end of last pay-cycle in October	Annual Donation Amount (in hours) PTO and/or SLC
12-119 hours	12 hours
120-249 hours	10 hours
250-499 hours	8 hours
500-999 hours	6 hours
1000-1499 hours	4 hours
1500+ hours	2 hours

A waiver is an email (SCFDSickLeaveBank@seminolecountyfl.gov) sent by the affected employee to the FFSLB Committee explaining the circumstances surrounding his/her not meeting the requirements of the FFSLB. New Hires and merged employees with less than 1 year in the Seminole County Fire Department are exempt from this waiver and are automatically considered members. All waivers will be reviewed by the Committee and either approved or denied.

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## ARTICLE 46 – 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 formal discipline shall be as follows:
  - a. Verbal Warning (not subject to arbitration, may grieve to the level of the Fire Chief)
  - b. Written Warning
  - c. Written Reprimand
  - d. Placement on Probation (performance/misconduct)
  - e. Suspension without Pay, not to exceed 5 working days
  - f. Demotion
  - g. Termination
3. Examples of informal discipline that may be utilized are a discussion of the issue and/or a T.I.P.S. on performance (written documentation between a supervisor and employee). The use of these types of informal discipline does not preclude formal discipline being issued.

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.

4. 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.
5. 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 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.

6. Disciplinary actions shall be issued to the employee as soon after the violation as practicable and in no event shall it be more than 5 of the employees regular shifts for 56 hour employees or 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 5<sup>th</sup> 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.
7. 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.
  - a. Verbal Warning                      One (1) year from date issued
  - b. Written Warning                      Two (2) years from date issued
  - c. Written Reprimand                      Three (3) years from date issued
  - d. Suspension                              Five (5) years from date issued

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## ARTICLE 47 – 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 meetings shall be non-binding unless reduced to writing and mutually executed.

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*[Signature]*

## ARTICLE 48 – EMPLOYEE RECOGNITION

1. The Employee Recognition Program, including the Services Recognition and the Achievement Awards, shall apply to the Bargaining Unit Members pursuant to the Seminole County Administrative Code.
2. Service Recognition days will be awarded to all employee's covered by this Agreement as follows:
  - a. 5 year anniversary – awarded one (1) full work day off
  - b. 10 year anniversary – awarded two (2) full work days off
  - c. 15 year anniversary – awarded three (3) full work days off
  - d. 20 year anniversary – awarded five (5) full work days off
  - e. Every 5 year anniversary after – awarded five full work days off
3. All employees covered by this Agreement will receive a leather helmet within a calendar year after their ten (10) year anniversary. Supply and availability will be taken into account in regards to the timeframe. Specifications are outlined in Department Operations Bulletin #04004 and any changes must be discussed by Union and Management.

## ARTICLE 49 – INCENTIVE PAY

1. Paramedic Incentive
  - a. Effective October 6<sup>th</sup>, 2024, the Paramedic Incentive will be \$4.30 per hour for 56 hour employees and \$6.01 per hour for 40 hour employees, and will be added to the employee's base rate of pay.
  - b. Effective October 5<sup>th</sup>, 2025, the Paramedic Incentive will be \$4.47 per hour for 56 hour employees and \$6.25 per hour for 40 hour employees, and will be added to the employee's base rate of pay.
  - c. Effective October 4<sup>h</sup>, 2026, the Paramedic Incentive will be \$4.64 per hour for 56 hour employees and \$6.50 per hour for 40 hour employees, and will be added to the employee's base rate of pay.
  - d. The Paramedic Incentive shall be paid to newly hired and newly certified Paramedics the pay period after they pass the practice parameters exam approved by the Seminole County Medical Director.
  - e. A newly hired or newly certified Paramedic will have no more than 180 calendar days to become County Certified by the Seminole County Medical Director. If at the end of 180 days, the newly hired Paramedic has not become County Certified by the Seminole County Medical Director, he/she may be terminated. If at the end of 180 days existing members who become certified in the course of their employment and are unable to successfully become County Certified by the Seminole County Medical Director, and are in good standing, he/she will not be disciplined but will be required to follow the sponsorship contract (if Department sponsored).
2. Paramedic Preceptor Incentive Pay
  - a. The most recent job description for a Paramedic Field Training Mentor will be in effect for establishing the requirements and expectations for receiving the incentive pay.
  - b. The most current Seminole County EMS Group Paramedic Clinical Assessment Program document will be in effect.
  - c. The Paramedic Preceptor incentive of \$2.15 per hour will be added to the Preceptor's hourly rate of pay during the time frame he/she is actively precepting another SCFD member.
3. Special Hazards Operations Team (SHOT)
  - a. SHOT 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

b. Approved courses for SHOT Incentive-Technical Rescue

SHOT Task Book	40 hours
Dive Rescue 1	24 hours
Vehicle and Machinery Rescue Operations	40 hours
Vehicle and Machinery Rescue Technician	40 hours
Rope Rescue Operations	40 hours
Rope Rescue Technician	40 hours
Confined Space Ops/Technician	40 hours
Trench Rescue Ops/Technician	40 hours
Advanced Rigging	40 hours
Structural Collapse Operations	40 hours
Structural Collapse Technician	80 hours
AHDA Rigging (Arizona Vortex)	24 hours

c. Approved courses for SHOT Incentive-Hazardous Materials

Hazardous Materials Technician/FL Certification	160 hours
Note – Must possess Florida State Certification for Hazmat Tech for hours to count towards incentive	
NFA Chemistry for Emergency Response	80 hours
Hazmedic CBRNE (Paramedics may substitute ALS Response to Hazmat from the NFA for a credit of 40 hrs of Hazmedic)	40 hours

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FEMA/CDP Radiological Emergency Response Operations PER904	40 hours
FEMA/CDP Hazardous Materials Technician for CBRNE Incidents PER261	40 hours
FEMA/CDP Emergency Medical Operations for CBRNE Incidents PER267	32 hours
FEMA/CDP Hazardous Materials Evidence Collection for CBRNE Incidents PER201	16 hours
Public Safety WMD Response – Sampling Techniques from LSU	24 hours
All previously approved courses will be grandfathered, but this new list of courses is in effect for any new incentive increase requests. The Fire Chief can approve any course that he/she deems warranted.	

\*Core classes shall be completed prior to receiving additional incentives in the area of Hazardous Materials.

\* New SHOT members assigned to SHOT must complete ALL the core classes within two years of appointment. Member will be removed from SHOT for non-compliance if the two year requirement is not met. Special circumstances will be evaluated by the Fire Chief.

All SHOT members will be required to show proficiency in Special Operations through annual competencies per Department guidelines.

\*The number of SHOT Members receiving Incentive will be determined by the Fire Chief.

\*SHOT Members are ineligible for the Tower Incentive.

\*Core classes include:

- SHOT Task Book
- Dive Rescue I
- Vehicle and Machinery Rescue Operations
- Vehicle and Machinery Rescue Technician
- Rope Rescue Operations
- Rope Rescue Technician
- Confined Space Ops/Tech
- Trench Rescue Ops/Tech

Hazardous Materials Technician (160 hours) – Florida State Certification is required

4. Tower Team Incentive

a. Tower 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+ hours	\$1.00 hr

b. Approved courses for Tower Incentive

Tower Task Book	40 hours
FSFC 703 – Aerial Operations	40 hours
Vehicle and Machinery Rescue Operations	40 hours
Vehicle and Machinery Rescue Technician	40 hours
Rope Rescue Operations	40 hours
Rope Rescue Technician	40 hours
Confined Space Ops/Technician	40 hours
Trench Rescue Ops/Technician	40 hours
Advanced Rigging	40 hours
Structural Collapse Operations	40 hours
Structural Collapse Technician	80 hours
AHDA Rigging (Arizona Vortex)	24 hours
Truck Company Operations	40 hours

All previously approved courses will be grandfathered, but this new list of courses are in effect for any new incentive increase requests. The Fire Chief can approve any courses he/she deems warranted.

\*New Tower members assigned to Tower must complete ALL the core classes within two years of appointment. Member will be removed from Tower for non-compliance if the two year requirement is not met. Special circumstances will be evaluated by the Fire Chief.

All Tower members will be required to show proficiency in Special Operations through annual competencies per Department guidelines.

\*Core classes include:

- Tower Task Book
- Vehicle and Machinery Rescue Operations
- Vehicle and Machinery Rescue Technician
- Rope Rescue Operations
- Rope Rescue Technician
- Confined Space Ops/Tech
- Trench Rescue Ops/Tech

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The number of employees receiving Tower Incentives and the Tower selection process will be determined by the Department. Tower members are ineligible for SHOT Incentive.

5. Tanker Team Incentive

Tanker Driver Operator Incentive	
Urban/Rural Tanker Water Supply Officer – Tanker Task Book, water supply oversight, training, hydrant, alternative water sources, dry hydrants.	\$0.25 hr
Wildland Tanker Supply Officer.	\$0.50 hr
Logistical water supply and assigned or qualified to work at the Fire Training Center.	\$0.75 hr
Maximum amount is for all -	\$0.75 hr

The number of Tanker Operators receiving incentive and the selection process will be determined by the Department.

6. Other Incentives

Seminole County Airpack Technician	\$0.25 hr
Fire Inspector I Certification	\$0.10 hr
Fire Officer II Certification	\$0.25 hr
VMR Technician	\$0.10 hr
Rope Rescue Technician	\$0.10 hr
Confined Space Rescue Technician	\$0.10 hr
Trench Rescue Technician	\$0.10 hr
Hazardous Materials Technician	\$0.10 hr
Transport Rescue	\$0.75 hr

Employees assigned to the SHOT and/or Tower teams are not eligible for the \$0.10 hr Technician incentives listed above.

Employees are eligible for Transport Rescue Incentive when they are assigned to a transport unit for 8 hours or more during any shift. Supervisors will ensure staffing changes on apparatus will only be for operational needs.

Competencies for specialty incentive will be on a schedule determined by the Department.

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7. The new and revised incentives will be effective October 6<sup>th</sup>, 2024.

Courses approved for incentive pay must be completed off duty. Courses offered within the Department will be free of charge and the member will be required to sign the current Training and/or Certification Program Agreement. Member will not be paid for off duty attendance at courses.

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## ARTICLE 50 – DURATION OF AGREEMENT

1. This Agreement shall be effective upon ratification and approval by the Union and the Board of County Commissioners and shall thereafter continue in full force and effect until September 30, 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 no later than 90 days prior to contract expiration. Furthermore, the notice to modify must include the title or titles or the Article or Articles 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) of the title or titles or the Article or Articles it wishes to add, alter, or amend. All Articles, except wage increases 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.

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## ARTICLE 51 – UNION TIME BANK

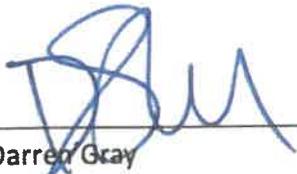
1. The County agrees to continue the Union Time Bank (UTB) as set forth below. The Union time Bank is to be used only by the current Executive Board members and only for the purpose of conducting union-related activities (such as negotiations, grievance processing, attending Union conventions, etc.).
2. Each employee represented by the bargaining unit will donate one (1) hour of their PTO leave into the Union Time Bank on January 1 of each year. The County will contribute equal hours to the Union Time Bank if negotiations result in Executive Board using UTB hours. Any surplus in this leave bank at the end of any fiscal year shall carry over to the next year. Unused PTO leave donated to the Union Time Bank shall not be returned to the donor. Annually an employee may opt out of donating one (1) hour of PTO by sending, on County email between November 1<sup>st</sup> – 7<sup>th</sup>, a request to the Local 3254 Secretary Treasurer and copying the Local 3254 Vice President that they are not donating to the Union Time Bank. The Union shall supply the County with the list of those opting out no later than November 15<sup>th</sup>.
3. When time is required for the above mentioned purposes, the Union President or his/her designee shall submit to the Fire Chief or his/her designee the required form specifying the number of hours needed no later than 63 hours in advance of the shift being requested off. (This represents 1700 hours on the employee's regularly scheduled shift preceding the shift being requested off.) This advance notice period may be waived by mutual agreement, such waiver shall not be unreasonably withheld. Use of time from the Union Time Bank will be subject to the approval of the Fire Chief or his/her designee.
4. Union Time Bank hours shall be considered hours worked for purposes of overtime, and will not count toward the number of staff off in Article 18.
5. Any injury incurred by a bargaining unit employee whose time is being paid for by the Union Time Bank, or while engaged in activities paid for by the Union Time Bank, shall not be a considered line of duty injury, nor shall such injury be considered to have been incurred in the course and scope of employment by the County within the meaning of Chapter 440, Florida Statutes, as amended.
6. The Union agrees to indemnify and hold harmless the County, its agents, employees and officials from and against any claims, demands, damages or causes of action of any nature whatsoever, asserted by any person, firm or entity, based on or relating to any annual leave deduction undertaken under this Article, and agrees to defend at its sole expense any such claims against the County or its agents, employees or officials. The term officials as used herein include elected or

appointed officials.

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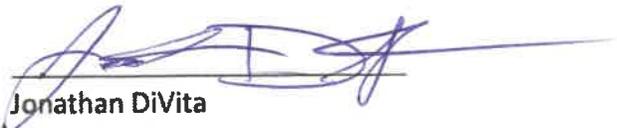

On behalf of the Seminole County Board of County Commissioners, and the International Association of Firefighters, Local 3254, the aforementioned agreement has been duly executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**For Seminole County:**



Darren Gray  
County Manager

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



Jonathan DiVita  
President



Tricia Johnson  
Deputy County Manager



Mario Mihaucich  
Vice President

**Seminole County  
Board of County Commissioners:**

\_\_\_\_\_  
Jay Zembower  
Chairman

**Attest:**

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