

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Seminole County Board of County Commissioners (“Employer”) and Seminole County Professional Firefighters, International Association of Firefighters Local 3254 (“Union”), collectively referred to as the “Parties”.

1. The Parties agree that, in compliance with the current Collective Bargaining Agreement (“CBA”) executed on the 28<sup>th</sup> day of September 2021 between the Parties and currently in effect, and recognizing that the Parties have agreed to create positions at the rank of Fire Engineer within the aforementioned CBA, the Parties agree to amend the CBA as follows, effective upon ratification of this agreement through September 30, 2024.
2. Article 18 shall be amended as follows with additional text being shown in underline:

### 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 five (5) will be Fire 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.

**On behalf of the Seminole County Board of County Commissioners and the International Association of Firefighters, Local 3254 "A" Unit, the aforementioned Memorandum of Understanding (MOU) has been duly executed this \_\_\_\_ day of \_\_\_\_\_, 2024.**

For Seminole County:

For International Association  
of Firefighters, Local 3254:

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Daren Gray  
County Manager

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Jonathan DiVita  
President

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Tricia Johnson  
Deputy County Manager

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Mario Mihaucich  
Vice President

Seminole County  
Board of County Commissioners:

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Jay Zembower  
Chairman

Attest:

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