Escambia County Clerk's Original 2/2/2023 CARで23

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into by and between the Escambia County Board of County Commissioners (hereinafter referred to as the "County") and the International Association of Firefighters (IAFF) Local 4131 (hereinafter referred to as the "Union").

WHEREAS, the parties entered into a Collective Bargaining Agreement ratified and fully executed by the parties as of September 17, 2021 (hereinafter the "CBA"); and

WHEREAS, on May 19, 2022, the parties entered into a Memorandum of Agreement to amend Article 12, Section 12.06(B.), of the CBA relating to supplemental pay for paramedic certification; and

WHEREAS, the parties have agreed to amend Article 19, Holidays, as provided herein.

NOW, THEREFORE, the County and Union agree to amend the CBA as follows:

- 1. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. ARTICLE 19 of the CBA relating to HOLIDAYS is hereby amended as follows:
 - 19.01 Collective bargaining unit members will be granted the same holidays provided to all other County employees as determined annually by the Board of County Commissioners and shall receive holiday pay in accordance with the applicable BCC policy and as further specified below.
 - 19.02 Collective bargaining unit members assigned to a 24-hour shift shall be provided 12 hours of "holiday" pay at the regular hourly rate for each holiday in addition to hours actually worked. Collective bargaining unit members assigned to a 9-hour Monday-Friday shift shall be provided 9 hours of "holiday" pay at the regular hourly rate for each holiday in addition to hours actually worked. Holiday pay shall not count as hours worked for the purpose of calculating overtime. Holiday leave in lieu of pay may be banked up to a maximum of 160 hours each fiscal year in accordance with current BCC policy.
 - 19.03 The BCC 2021 Holiday Calendar included a total of fourteen (14) holidays. To account for the additional holiday during the 2021 calendar year, following ratification of this Agreement, collective bargaining unit members assigned to 24-hour shifts will be granted 24-hours that may be banked in accordance with current BCC policy and collective bargaining unit members assigned to 9-hour shifts will be granted 9-hours that may be banked in accordance with current BCC policy.
 - 19.04 Each fiscal year, collective bargaining unit members shall be permitted to carry over up to 96 hours of accrued holiday leave. Such election must be made by the employee no later than August 1st of each calendar year.
- 3. The parties hereby agree that all other provisions of the CBA that are not in conflict with the provisions of this Memorandum of Agreement shall remain in full force and effect.
- 4. Following ratification by both parties, the effective date of this Memorandum of Agreement shall be on the date last executed by the parties hereto.
- 5. This Memorandum of Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court

action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Memorandum of Agreement on the respective dates under each signature:

Witness: Josh Hunter

Witness: Just M MACON

UNION: IAFF LOCAL 4131

President

Date: 7 November 2012

SEAL Deputy Cler

PAM CHILDERS
Clerk of the Gircuit Court

COUNTY:

Chairman

Date:

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hugh DCA

Date: 10-20-2022

Date: 2/6/2023 Verified By: (4)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into by and between the Escambia County Board of County Commissioners (hereinafter referred to as the "County") and the International Association of Firefighters (IAFF) Local 4131 (hereinafter referred to as the "Union").

WHEREAS, the parties entered into a Collective Bargaining Agreement ratified and fully executed by the parties as of September 17, 2021 (hereinafter the "CBA"); and

WHEREAS, on or about May 19, 2022, the parties entered into a Memorandum of Agreement to amend certain provisions of the CBA relating to supplemental pay; and

WHEREAS, the parties have agreed to revise the base rates for each bargaining unit classification to mirror the current BCC wage table as provided herein.

NOW, THEREFORE, the County and Union agree as follows:

- The foregoing recitals are true and correct and incorporated herein by reference. 1.
- 2. Effective upon the first full pay cycle following the effective date of this Memorandum of Agreement, the hourly base rates provided in Appendix D WAGE RATES are hereby amended as follows:

Wages:

The base rate for each bargaining unit classification will be as follows:

Classification	Pay Grade	Base Rate	Estimated Annual
Fire Fighter - 24	A4	12.99	41,698
Fire Fighter - 9	A4	16.80 <u>16.81</u>	41,278 <u>41,302</u>
Fire Lieutenant - 24	B1	17.41	55,886
Fire Lieutenant - 9	B1	22.52	55,332 `
Fire Captain – 24	B4	19.75 19.76	63,397 - <u>63,430</u>
Fire Captain 9	B4	25.55 <u>25.56</u>	62,776 <u>6</u>2,801
Battalion Chief - 24	B8	24.49 24.50	75,527<u>78,645</u>
Battalion Chief - 9	B8	30.45 <u>30.46</u>	74,816<u>7</u>4,840

- 3. The parties hereby agree that all other provisions of the CBA, as previously amended, that are not in conflict with the provisions of this Memorandum of Agreement shall remain in full force and effect.
- Following ratification by both parties, the effective date of this Memorandum of Agreement shall be on the date last executed by the parties hereto.

5. This Memorandum of Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Memorandum of Agreement on the respective dates under each signature:

[This is to certify that the members of the above collective bargaining unit ratified this Memorandum of Agreement on the 25 day of January UNION: Witness: Witness Date: [This is to certify that the Board of County Commissioners of Escambia County, Florida ratified this Memorandum of Agreement on the day of very day of THE BOTTON COUNTY **COUNTY: PAM CHILDERS** Chairman Clerk of the Circuit Court Date: Approved as to form and legal sufficiency. By/Title: Kreater D. Hugh. DCA

Date: 11-04-2022

Escambia County Clerk's Original 2/2/2023 CARTES

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into by and between the Escambia County Board of County Commissioners (hereinafter referred to as the "County") and the International Association of Firefighters (IAFF) Local 4131 (hereinafter referred to as the "Union").

WHEREAS, the parties entered into a Collective Bargaining Agreement ratified and fully executed by the parties as of September 17, 2021 (hereinafter the "CBA"); and

WHEREAS, on or about May 19, 2022, the parties entered into a Memorandum of Agreement to amend certain provisions of the CBA relating to supplemental pay; and

WHEREAS, the parties have agreed to increase the wage rates for current incumbents in the rank of Fire Lieutenant, Fire Captain and Battalion Chief as provided herein.

NOW, THEREFORE, the County and Union agree as follows:

- 1. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Effective October 1, 2022, current incumbents in the rank of Fire Lieutenant, Fire Captain and Battalion Chief who did not receive a pay step increase based upon years of service as an incumbent in the rank of Firefighter upon the ratification of the CBA (in addition to a 2% COLA that applied to all current incumbents) will receive the following increase:

Classification	Pay Grade	Pay Step
Fire Lieutenant - 24	B1	+4% increase
Fire Lieutenant - 9	B1	+4% increase
Fire Captain - 24	B4	+4% increase
Fire Captain - 9	B4	+4% increase
Battalion Chief - 24	B8	+4% increase
Battalion Chief - 9	B8	+4% increase

- 3. The parties hereby agree that all other provisions of the CBA, as previously amended, that are not in conflict with the provisions of this Memorandum of Agreement shall remain in full force and effect.
- 4. Following ratification by both parties, the effective date of this Memorandum of Agreement shall be on the date last executed by the parties hereto.
- 5. This Memorandum of Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Memorandum of Agreement on the respective dates under each signature:

	[This is to certify that the members of Memorandum of Agreement on the $3 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $	the above collective bargaining unit ratified this y of, 2023.]		
	Witness:	President Date: 1-31-23		
	[This is to certify that the Board of County Commissioners of Escambia County, Florida rethis Memorandum of Agreement on the 20 day of, 2023.]			
SE SCAMB	PAM CHILDERS Clerk of the Circuit Court Deputy Clerk	COUNTY: Lumon J. May, Chairman Date: 2/3/2023		
•••••	anto.	Approved as to form and legal sufficiency. By/Title: Kaistin D. Hual, DCA Date: 01-26-2023		