



Date: January 9, 2023

To: Mayor Jerry L. Demings
-AND-
County Commissioners

From: Dr. Yvette M. Best, Director, Human Resources Division

Subject: Consent Agenda – January 24, 2023
Memorandum of Agreement
American Federation of State, County and Municipal Employees
AFL-CIO (AFSCME)

Contact Reginald C. Davis, Human Resources Section Manager, (407) 836-5479

American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO represents a bargaining unit comprised of all employees in positions listed in Article 1 of the Collective Bargaining Unit Agreement. In negotiating the parties' FY 22-23 through FY 24-25 collective bargaining agreement, the County and AFSCME modified the leave accrual table.

Subject to Board approval, to ensure the parties fully understand the accrual rates for both 8-hour and 12-hour employees, the parties further agree to amend Article 26.2 as outlined in the Memorandum of Agreement. Additionally, the parties further agree to amend Article 22.1.A of the parties' current collective bargaining agreement to add Veteran's Day commencing in 2023 as an additional holiday. No other changes shall be made to Article 22.1A or 26.2 of the collective bargaining agreement.

Implementation of the agreement will be coordinated between Human Resources and the Comptroller's Payroll Department following the approval by the Board.

Action Requested:

Approval and execution of Memorandum of Agreement between Orange County and the American Federation of State, County and Municipal Employees, AFL-CIO.

cc: Byron W. Brooks, AICP, County Administrator
Carla Bell Johnson, Deputy County Administrator
Lisa Snead, Assistant County Administrator

BCC Mtg. Date: January 24, 2023

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into between Orange County (the "County") and the American Federation of State, County and Municipal Employees, AFL-CIO ("AFSCME"). The parties agree as follows:

1. Article 26 of the parties' FY 22-23 through FY 24-25 collective bargaining agreement currently reads in pertinent part:

26.2 Non-exempt employees working 12 hours shifts, which equate to 36 hours in one week of the 2-week pay period and 48 hours in the other week of the 2-week pay period, shall accrue leave on 76 regular hours worked or 76 regular hours of paid time for a pay period. Leave time requests shall be determined by the number of hours scheduled in the week(s) the time off is requested. For exempt employees and all other employees scheduled for a 40-hour workweek, leave accrual and usage is based on a 40-hour week.

26.5 The accrual schedules for Personal and Term Leave are listed in Appendix A.

2. Appendix A of the parties' FY 22-23 through FY 24-25 collective bargaining agreement currently reads:

During the term of this agreement, bargaining unit employees shall be provided leave in accordance with applicable County policy, except as may be modified herein. Personal leave shall be earned as follows:

<u>After Continuous Service Months</u>	<u>Accrual Rate Per Hour</u>	<u>Maximum Hours Per Pay Period</u>	<u>Maximum Hours Balance</u>
0	0.0693	5.82	453
60	0.077	6.47	504
72	0.0808	6.79	531
84	0.0847	7.11	555
96	0.0885	7.43	579
108	0.0924	7.76	606
120	0.0962	8.08	630
180	0.1039	8.73	681

Leave accrual and usage shall be based on the number of hours an employee is regularly scheduled to work, not to exceed accrual and usage based on 84 hours in a pay period. For 12-hour shift employees, term leave may be utilized when the employee is absent from work for a minimum of thirty-six (36) consecutive work hours.

3. In negotiating the parties' FY 22-23 through FY 24-25 collective bargaining agreement, the County and AFSCME modified the leave accrual table. To ensure the parties fully understand the accrual rates for both 8-hour and 12-hour employees, the parties further agree to amend Article 26.2, as follows:

26.2 Non-exempt employees working 12 hours shifts, including those on a 48/36 or 42/42 schedule, which equate to 36 hours in one week of the 2-week pay period and 48 hours in the other week of the 2-week pay period, shall accrue leave as provided in Appendix A on 76 regular hours worked or 76 regular hours of paid time for a pay period. These accruals have been adjusted so that 12-hour shift employees shall accrue the equivalent of up to 84 hours during their pay period. Leave time requests shall be determined by the number of hours scheduled in the week(s) the time off is requested. For exempt employees and all other employees scheduled for a 40-hour workweek, leave accrual and usage is based on a 40-hour week.

5. The parties further agree to amend Appendix A, as follows:

80 HOUR PERSONAL AND TERM LEAVE PLANS - AFSCME							
	Mo Svc	Accrual Rate per Hour	Hours PP	Max Pay Pd	Hr Earn Yr	Max Lv Bal	8-hr days
PERSONAL	0	0.069300	80	5.54	144	432	54
	60	0.077000	80	6.16	160	480	60
	72	0.080800	80	6.46	168	504	63
	84	0.084700	80	6.78	176	528	66
	96	0.088500	80	7.08	184	552	69
	108	0.092400	80	7.39	192	576	72
	120	0.096200	80	7.70	200	600	75
	180	0.103900	80	8.31	216	648	81
TERM	0	0.023100	80	1.85	48	999	

12 HOUR DAY PERSONAL AND TERM LEAVE PLANS - AFSCME 12 Hour Shifts							
	Mo Svc	Accrual Rate per Hour	UP TO Hours PP	Max Pay Pd	Hr Earn Yr	Max Lv Bal	12-hr days
PERSONAL	0	<u>0.0766</u>	76.00	<u>5.82</u>	<u>151.32</u>	<u>453</u>	<u>37.75</u>
	60	<u>0.0851</u>	76.00	<u>6.47</u>	<u>168.22</u>	<u>504</u>	<u>42.00</u>
	72	<u>0.0893</u>	76.00	<u>6.79</u>	<u>176.54</u>	<u>531</u>	<u>44.25</u>
	84	<u>0.0936</u>	76.00	<u>7.11</u>	<u>184.86</u>	<u>555</u>	<u>46.25</u>
	96	<u>0.0978</u>	76.00	<u>7.43</u>	<u>193.18</u>	<u>579</u>	<u>48.25</u>
	108	<u>0.1021</u>	76.00	<u>7.76</u>	<u>201.76</u>	<u>606</u>	<u>50.50</u>
	120	<u>0.1063</u>	76.00	<u>8.08</u>	<u>210.08</u>	<u>630</u>	<u>52.50</u>
	180	<u>0.1149</u>	76.00	<u>8.73</u>	<u>226.98</u>	<u>681</u>	<u>56.75</u>
TERM	0	0.0243	76.00	1.85	48.0	999	

For 12-hour shift employees, these accruals have been adjusted so that these employees shall accrue the equivalent of up to 84 hours during their pay period.

5. The parties further agree that Article 22.1.A of the parties' current collective bargaining agreement shall be amended to add Veteran's Day commencing in 2023 as an additional holiday. No other changes shall be made to Article 22 of the collective bargaining agreement.

6. This Agreement shall be effective upon its ratification by both parties.

FOR THE COUNTY:

Byron W. Brooks

Byron W. Brooks, AICP
County Administrator

January 24, 2023

(Date)

FOR AFSCME:

Shirley Hall AAPPN
President/Representative, Local 3868

1/17/2023

(Date)

