

**SETTLEMENT AGREEMENT AND
NOTICE OF DEMOTION IN LIEU OF DISMISSAL**

It is agreed between Stephen Szabo and the County of Volusia, Division of Fire Services, as follows:

1. The parties agree that this Agreement fully resolves the pending Step 3 Grievance between Stephen Szabo, Local 3574, and County of Volusia.

2. For the reasons set forth in the Notice of Dismissal dated March 7, 2018, the County of Volusia dismissed Stephen Szabo.

3. County of Volusia agrees to amend the Notice of Dismissal to this Notice of Demotion in Lieu of Dismissal that also suspends Stephen Szabo for the time served since March 7, 2018, through the date he returns to work, Friday, June 22, 2018.

4. County of Volusia agrees to restore Stephen Szabo's employment related benefits, leave accrual, and seniority to the level he was at on March 7, 2018.

5. Stephen Szabo agrees to accept a demotion from Lieutenant to the rank of Firefighter and a rate of pay determined by the County Promotion Pay Guidelines set forth in HR Bulletin 23.

6. In lieu of dismissal and in consideration of your past service to the County of Volusia, but with due regard to the past and present problems set forth above, Stephen Szabo, I.A.F.F. Local 3574, and the County of Volusia agree that Stephen Szabo employment with the County of Volusia will continue **only** if he (Stephen Szabo) strictly complies with **all** of the following conditions:

A. Employee (Stephen Szabo) shall refrain from any actions of violence, or acts similar to those for which he has been disciplined, and shall abide by **all** Volusia County Division of Fire Services SOGs, Volusia County HR Bulletins, and the Volusia County Merit System Rules and Regulations.

B. Employee (Stephen Szabo) shall accept a demotion to the position of Firefighter and acknowledges and agrees that he is required to serve for two years (beginning on the date of his reemployment) in the capacity of Firefighter before he may seek a promotion.

7. Employee (Stephen Szabo) and I.A.F.F. Local 3574 agree and understand that any violation of the aforementioned paragraphs or occurrence of **any** incident of his conduct that adversely impacts the operations of, or interferes with the business of the County of Volusia or Volusia County Division of Fire Services shall be grounds for revocation of this Agreement and

shall be just cause for dismissal. Employee further agrees that should such action result in his termination, Employee (Stephen Szabo) waives any right to appeal or grieve such disciplinary action under sections 86-484 (Grievances) and 86-485 (Appeals), Volusia County Code, and any applicable provision of the Collective Bargaining Agreement between the County of Volusia and I.A.F. F. Local 3574, if any.

8. This Agreement, between Stephen Szabo, I.A.F.F. Local 3574 and the County of Volusia, commences upon the date set forth below and shall remain in effect for a period of two (2) calendar years commencing with his reemployment. Stephen Szabo expressly acknowledges that he has had the opportunity to fully review this Agreement and that he (Stephen Szabo) fully understands his obligations and is voluntarily entering into this Agreement. He (Stephen Szabo) expressly acknowledges that he has had the opportunity to consult with an attorney regarding this Agreement. Further, he (Stephen Szabo) recognizes that the County of Volusia is under no obligation to enter into this Agreement, but that the County is desirous of providing him (Stephen Szabo) with **one last chance** to continue employment with the County of Volusia.

9. Nothing contained in this Agreement shall be construed as guaranteeing Stephen Szabo employment. Notwithstanding this Agreement, Stephen Szabo shall be subject to all Volusia County Division of Fire Services SOGs and County of Volusia Rules and Regulations governing employment matters not covered herein.

10. Employee, Stephen Szabo, and I.A.F.F. Local 3574 agree that this Agreement provides him with additional consideration and, notwithstanding any provision of this Notice of Demotion in Lieu of Dismissal, by accepting the terms of this Agreement hereby waives any right that he has to grieve or to appeal the terms of this Notice of Demotion in Lieu of Dismissal and this Agreement under sections 86-484 (Grievances) and 86-485 (Appeals), Volusia County Code, and any applicable provision of the Collective Bargaining Agreement between the County of Volusia and I.A.F.F. Local 3574, if any.

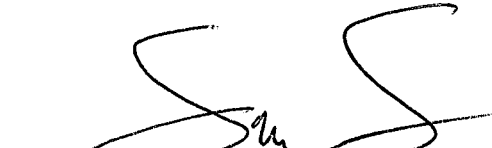
11. Employee, Stephen Szabo, and I.A.F.F. 3574 agree that by executing this Agreement both waive any further grievance procedure and arbitration proceeding that may be available.

12. Employee, Stephen Szabo, and I.A.F.F. 3574 further agree to release County of Volusia and its employees and agents from any claims, regardless of the nature of the claims, including but not limited to any claim under chapter 447, Florida Statutes, that may be made based upon the employment of Stephen Szabo through the time of his reemployment.


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13. Employee, Stephen Szabo, and I.A.F.F. Local 3574 agree that this action and Agreement is a one-time non-precedent setting event, based upon the unique facts and circumstances of Stephen Szabo's employment, and shall not be admitted into evidence, or used to argue in support of a similar demotion in lieu of dismissal, in any future grievance, appeal, arbitration, or other court proceeding.

AGREED TO this 20 day of June, 2018.



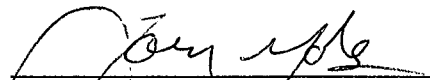
Employee: Stephen Szabo
Employee ID #:



I.A.F.F. Local 3574 Representative

Tom Bryant

PRINT NAME of I.A.F.F. Local 3574 Representative



Tom Motes, HR Director
County of Volusia