

PROPOSED

CONTRACT

BETWEEN

INDIAN RIVER COUNTY

AND

TEAMSTERS LOCAL UNION NO. 769

October 1, 2022 – September 30, 2024

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ARTICLE 1

RECOGNITION

- 1.1 Indian River County (the "County") recognizes Teamster Local Union #769 affiliated with the International Brotherhood of Teamsters (the "Union") as the exclusive bargaining agent for PERC purposes for the employees in the unit designated by the Florida Public Employees Relations Commission (PERC) in Certificate #1067 excluding all other employees. Probationary employees shall have no grievance rights whatsoever.

ARTICLE 2

INTENT AND PURPOSE

- 2.1 It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment; to achieve and maintain harmonious relations between the County and the union; to ensure the continuous, uninterrupted and efficient operation of all departments; and to provide for the prompt and amicable adjustment of differences which may arise.

ARTICLE 3

GENERAL

- 3.1 Masculine pronouns used herein shall refer to men or women or both. The use of masculine job classification titles shall be construed as including both genders.
- 3.2 Unless otherwise stated in this agreement, references to "days" shall mean calendar days and not work days.
- 3.3 The term "Department Head" as used in this agreement is defined as the level of administrator in the employees' department or division who reports directly to the County Administrator.
- 3.4 Whenever the terms "County Administrator" or "Department Head" are used, the terms shall be interpreted to include their duly authorized representatives.

ARTICLE 4

NONDISCRIMINATION

- 4.1 Neither the County nor the union shall discriminate or permit the unlawful harassment against any employee covered by this agreement because of race, religion, color, national origin, age, gender, or disability in a manner which would violate any applicable law.

ARTICLE 5

CORRESPONDENCE

- 5.1 By mutual agreement of the Employer and the Union, there is hereby established a Joint Labor-Management Committee, which shall consist of not more than four (4) members designated by the Union and four (4) members designated by the County. The Union Committee membership shall consist of persons from within the position classifications covered by this agreement. Permanent members of the committee will be the Union Business Agent, the Chief Steward, and the County Human Resources Director. Nothing herein requires the attendance of the County Administrator at any Labor-Management Committee meeting.
- 5.2 This Labor-Management Committee shall meet if mutually agreed to by both parties, and such meetings may be held during working hours (see Article 11.4).
- 5.3 The purpose of these meetings will be to discuss the problems and objectives of mutual concern, but in no way shall involve specific grievances filed or contemplated or matters which have been the subject of current collective bargaining issues between the parties.
- 5.4 An agenda, listing the items for discussion, will be forwarded by the party requesting such meeting to the other party no later than three (3) days prior to the meeting.
- 5.5 Unless otherwise provided in this agreement all correspondence from the union to the County shall be directed to the Human Resources Director and all correspondence from the County to the union shall be directed to the business representative. To comply with the time limits contained in this agreement, such correspondence shall actually be received by the Human Resources Director or union business representative on or before the date due unless sent via the U.S. Postal Service. When the U.S. Postal Service is utilized, all time limits contained in this agreement shall be considered to be met so long as the postmark date is in compliance with the specified time limit.
- 5.6 It is the responsibility of the union to furnish the County with a mailing address for it and to advise the County of any address changes. The initial addresses are as follows:
- | | |
|------------------------------|----------------------------|
| COUNTY | UNION |
| Indian River County | Teamsters Local Union #769 |
| 1800 27 th Street | 3400 43rd Avenue, Suite 3 |
| Vero Beach, FL 32960 | Vero Beach, FL 32960-1808 |
| (772) 567-8000 | (772) 978-0011 |
- 5.7 Each party shall copy the other on any and all correspondence pertaining to the contract sent to or received from PERC.

ARTICLE 6

BULLETIN BOARDS

- 6.1 The County will furnish space for the Union to place one bulletin board at each location where bargaining unit employees regularly report to work.
- 6.2 The Human Resources Director shall approve the exact location for placement of all bulletin boards. Bulletin boards may be no larger than 20 inches by 30 inches, unless mutually agreed to by the parties.
- 6.3 All notices placed on such bulletin boards shall relate solely to official union business. Notices posted shall not contain derogatory, defamatory, inflammatory, or untrue statements about the County or any of its officials. Bulletin boards shall not be used to communicate with the general public, to distribute political matter, or for advertising. All notices shall clearly state that they are "Teamster Notices" and shall be signed and dated by the union business representative or chief steward, who will accept full responsibility for their content. The Union shall attempt to furnish a copy of any material to be posted to the Human Resources Director or her designee prior to posting. If the Union is unable to furnish the materials prior to posting, the materials shall be furnished as soon as possible after posting.
- 6.4 The union stewards shall check all bulletin boards at reasonable intervals to ensure that no unauthorized materials have been posted. If unauthorized materials have been posted or if the union chief steward has been notified that bulletin boards contain unauthorized materials, the union chief steward shall cause such unauthorized materials to be removed immediately. If the unauthorized material is not removed by the union chief steward, it may be immediately removed by the County. Employees who post material that violate this Article may be subject to disciplinary action in accordance with applicable rules and regulations.

ARTICLE 7

MANAGEMENT RIGHTS

- 7.1 Except as otherwise specifically limited in this agreement, the Union recognizes and agrees that the supervision, management, control and determination of the County business, operations, working force, equipment, and facilities are exclusively vested in the County and its designated officials, administrators, managers, and supervisors. The County alone shall have the authority to determine and direct policies, mode, and methods of providing its services and unilaterally set the standards for same, without any interference in the management and conduct of the County's business by the Union or any of its representatives. Except as expressly limited by a specific provision of this agreement, the County shall continue to have the exclusive right to take any action it deems necessary or appropriate in the management of its business and the direction of its work force. Without limiting the generality of the foregoing, such rights exclusively reserved to the County shall include but not be limited to its right to determine the existence or nonexistence of facts which are the basis of management decisions; the right to determine the size and composition of its work forces; to determine the existence of a job vacancy; to temporarily fill vacancies; to hire new employees from the outside at any level; to select, reinstate, retire, promote, demote, evaluate, transfer, suspend, assign, direct, lay-off and recall employees subject to the express provisions of this agreement; to determine the fact of lack of work; to determine questions of physical fitness, skills and ability of employees to perform the work; to reward or reprimand, discharge or otherwise discipline employees; to maintain the minimum qualifications/certifications for job classifications and the amount and type of work needed; to engage in experimental and development projects; to determine what records are to be made and kept, including those records relating to hours of work of employees, who will make and keep the records, how the records are to be made and kept; to establish new jobs, abolish or change existing jobs; to determine the assignment of work; to contract out or subcontract work; to schedule the hours and days to be worked on each job and to make time studies of work loads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies; to expand, reduce, alter, combine, transfer, assign, cease, create, or restructure any department or operation for business purposes; to control, regulate, and determine the number, type and use of supplies, machinery, equipment, vehicles, and other property owned, used, possessed or leased by the County; to introduce new, different or improved methods, means and processes of County services and operations; to make or change rules and regulations, policies and practices for the purpose of efficiency, safe practices and discipline; and otherwise generally to manage the County, direct the work force, and establish terms and conditions of employment, except as modified or restricted by a provision of this agreement.

- 7.2 The County's failure to exercise any function or right hereby reserved to it, or, its exercising any function or right in a particular way, shall not be deemed a waiver to its rights to exercise such function or right, nor precludes the County from exercising the same in some other way not in conflict with the express provisions of this agreement. The Union agrees that the County may exercise all of the above without advising the Union of any proposed action. The exercise of the rights specifically listed in this article does not preclude the employees or their representatives from conferring with management, raising questions about the practical consequences that decision on these matters may have on the terms and conditions of employment, or impact bargaining in accordance with applicable law.
- 7.3 Past practices of the Board of County Commissioners or County management shall not be considered for the purpose of limiting the rights, responsibilities, or prerogatives of management, nor for the purpose of enlarging upon the specific and express limitations on management which are contained in this agreement.
- 7.4 If the County determines that civil emergency conditions exist, including but not limited to riots, civil disorders, strikes or illegal work stoppages, hurricane conditions or similar catastrophes or disorders, the provisions of this agreement may be suspended by the County during the term of the declared emergency. Notwithstanding the provisions of Article 5, Correspondence, notice of such suspension will be given to the union president as soon as practicable after the determination has been made and by whatever means is appropriate in the circumstances.
- 7.5 The employer will not unilaterally change, except as allowed herein or by the Florida Public Employees Relations Act, employees' wages, hours, or working conditions established by this agreement or working conditions known to management which existed prior to this agreement.

ARTICLE 8

SUBCONTRACTING

- 8.1 For purpose of this agreement subcontracting shall mean work which is contracted out by the County to an agency, person, company, or other provider which results in the direct displacement or layoff of then existing bargaining unit employees or existing bargaining unit work.

- 8.2 The County reserves the right to subcontract work. Should subcontracting occur which will result in the elimination of budgeted bargaining unit positions, the County agrees to notify the union when the request to subcontract is put on the County Commission agenda. The union reserves the right to appear before the County Commission and express its position to the County Commission for consideration at the time the Commission considers the subcontracting agenda item. If employees are laid off due to subcontracting, they shall have the rights provided under Article 25, Separations.

ARTICLE 9
AVAILABILITY

- 9.1 All County employees are subject to call back and as such shall keep the County informed of their address and telephone number, if they have a phone. If the employee has no telephone, it shall be the employee's responsibility to provide another means of communication which will provide access within 15 minutes.
- 9.2 All employees being paid for stand-by must maintain availability during such stand-by period. Employees who do not answer a page during such stand-by status shall be subject to disciplinary action and will not receive payment for the designated stand-by period.
- 9.3 The parties recognize that the employees covered by this agreement are essential to the successful operations of County facilities and services during a declared emergency. As such, the parties agree that as a condition of these employees' employment with Indian River County, they must be available and able to report to work and perform assigned duties as directed by management during a declared emergency. The failure to report to work and/or perform assigned duties as directed by management during a declared emergency may be cause for disciplinary action up to and including termination of employment with Indian River County.
- 9.4 The County will attempt to provide employees as much notice as possible that they will be required to work during the declared emergency. It is the responsibility of employees to heed advance warnings of potential emergencies and prepare for the possibility of a declared emergency outside of normal working hours by securing their property and making an emergency plan for their family members. Employees who will be required to report for duty during a declared emergency, who may need time away from work to secure their property prior to reporting for duty before the event, may request paid vacation leave or unpaid leave of up to 4 hours. The County will attempt where able under the circumstances to approve time off unless there is an emergent staffing need preventing approval. After the event, the County will attempt, where able under the circumstances, to release employees who were required to work through the event from duty to secure their families and personal property. If nonessential employees are released from duty with pay in response to a forecasted threat or actual County-declared emergency, bargaining unit employees who are required to complete their shift shall be paid for the remainder of their normally scheduled shift at two (2) times their regular rate of pay for all hours worked during the same time period that the nonessential employees are not required to work. Employees who are required to work beyond the end of their normal shift during the declared emergency shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked. Nothing herein prevents the County, on an event-by-event basis and in its

discretion, from paying employees required to work during declared emergencies more than one and one half (1 1/2) times their regular rate of pay.

- 9.5 The County shall provide food and shelter for personnel who are required to work during a County declared emergency, unless circumstances render the County unable to do so.
- 9.6 The County shall provide leave before, during, and after a declared emergency as required by the Family and Medical Leave Act.

ARTICLE 10

SAFETY

- 10.1 All employees and the County shall be responsible for following the provisions of the safety policy manual provided to them. The County shall continue to have the right to establish, adopt, change, amend, withdraw, and enforce the employee safety manual so long as such actions do not result in a conflict with the specific terms and conditions of this agreement. Notice of changes to the employee safety policy manual will be provided to the Union and conspicuously posted in all work areas. Except in the case of any emergency, such changes will be posted at least five working days before the effective date of the change. Failure to follow prescribed safety procedures may result in disciplinary action.
- 10.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the County. Such items, when provided, must be used and the Union agrees that willful neglect or failure by an employee to obey safety regulations and to use safety equipment shall be just cause for disciplinary action. Protective devices, apparel, and equipment applicable herein are listed below and include but are not limited to.
- A. gloves
 - B. rubber boots (when required)
 - C. safety hard hats (when required)
 - D. safety vests (when required)
 - E. safety goggles (when required)
 - F. uniforms
 - G. sunscreen
 - H. safety glasses
 - I. rain gear (when required)
 - J. hearing protection

Those employees required to wear safety shoes in accordance with this article shall be paid \$200 annually. Such payment shall be made the first full pay period of October each year. New employees hired on or after October 1 but before March 31 will be paid a prorated amount of \$100 and payment shall be made the first full pay period of April each year. Those employees hired after April 1 will not be eligible for the payment until the following October.

- 10.3 Any employee shall have the right to present safety concerns and recommended solutions in writing to the Risk Manager. The Risk Manager shall respond in writing to the employee within 15 working days.
- 10.4 The County and division safety policies will be readily accessible to employees in either written or electronic format.
- 10.5 Employees determined by the County to be at risk shall be provided vaccinations for Hepatitis "A " and Triple "T" (Typhoid, Tetanus & Diphtheria), including follow-

up visits deemed necessary by the health care professional to complete the vaccinations.

ARTICLE 11

UNION REPRESENTATION & ACCESS

- 11.1 The union will not be required to represent in a grievance any employee who is not a member of the union.
- 11.2 For the purpose of representing employees in accordance with the provisions of Article 24, "Grievance Procedure," the union may designate a maximum of 16 stewards. Each steward will represent employees only in his/her department or group of departments, as follows:

<u>Area</u>	<u>Maximum # of Stewards</u>
Parks, Recreation	2
Building & Grounds	1
Road & Bridge, Public Works, Engineering	
Traffic Engineering, Vehicle Maintenance	4
Golf Course	1
Solid Waste/Refuse, Solid Waste Management,	
Solid Waste Recycling	2
Sewage Treatment	2
Water Production	2 (one per plant)
Utility Operations	2

The union may designate one of the stewards to be the Chief Steward.

- 11.3 The business representative of the union shall notify the Human Resources Director, in writing, of the name of the stewards and the areas they are representing, at least three days before they assume duty. If no such notice has been given, the County has no duty to recognize the stewards.
- 11.4 The union steward may represent the union or union members in matters appropriate for grievance handling as set forth in this agreement. Stewards shall not spend time on union business during working hours. Notwithstanding the above, when appropriate and in order to facilitate the scheduling of meetings and resolution of grievances, the County Administrator, in his sole discretion, or his designee may grant time off with pay to a steward to attend grievance hearings or meetings.
- 11.5 Officers or agents of Teamsters Local Union # 769, except County employees on duty, shall be allowed reasonable access to work sites and locations of the County with the advance approval of appropriate County officials, provided that such access shall in no way interfere with the efficient operation of any department or crew.

- 11.6 The union agrees that, during the term of this agreement, its non-employee representatives and stewards shall deal only with the County Administrator, the County Attorney, or the Human Resources Director, or their designees, in matters subject to discussion in this agreement. This does not prohibit a steward from addressing the concerns of individual employees with a supervisor or department head.
- 11.7 No union member, agent or representative of the union, or any person acting on behalf of the union may solicit County employees during the working hours of any employee who is involved in the solicitation, nor distribute literature during working hours in areas where the actual work of County employees is performed.

ARTICLE 12

PAYROLL DEDUCTION OF UNION DUES

- 12.1 Upon receipt of a signed authorization in an acceptable form from an employee, the initiation fee and regular monthly dues of the union shall be deducted from such employee's pay. Such deduction shall be effective on the next regular dues deduction period following the date it is received in the Human Resources Department. The County will not deduct dues in arrears except to correct errors made by the County.
- 12.2 One-half of the monthly union dues shall be deducted in each of the first two pay periods of each month and shall be remitted by the County no later than the fifteenth of the following month to the officer and address designated by the secretary-treasurer of the union. The union will refund to the County any amount paid to the union in error on account of the dues deduction provision. The union shall give the County a minimum of thirty days written notice of the effective date and amount of any change in the amount of the dues to be deducted.
- 12.3 No deduction shall be made from the pay of any employee during any payroll period in which the employee's net earnings for the payroll period are less than the amount of dues to be paid.
- 12.4 An authorization for dues deduction may be canceled after thirty days from the date written employee notice of the cancellation is received by the Human Resources Department of the County. A copy of the cancellation notice shall be provided to the union by the employee and the employee shall certify to the County that the union has been notified as required by the authorization card.
- 12.5 The union shall indemnify the County and any department of the County and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the County or any department of the County for the purpose of complying with the provisions of this article.
- 12.6 An employee permanently transferred to a classification not in the bargaining unit or whose employment is terminated shall cease to be subject to union dues deduction beginning with the month after the month in which such change in employee status occurs.

ARTICLE 13

NO STRIKE - NO LOCKOUT

- 13.1 During the term of this agreement, neither the union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or other obligations of the County. During the term of this agreement neither the County nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this agreement as a result of a labor dispute with the union, unless there is a violation of the union's no strike commitment.
- 13.2 The union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Article 13 to return to work.
- 13.3 The County may discharge or discipline any employee who violates Section 13.1 and any employee who fails to carry out his responsibilities under Section 13.1, and the union will not resort to the grievance procedure on such employee's behalf except to determine if the prohibited action did in fact occur.
- 13.4 Nothing contained herein shall preclude the County from obtaining judicial restraint and damages in the event of a violation of this article.

ARTICLE 14

NO CONCURRENT EMPLOYMENT

- 14.1 During working hours, the employee is to concern himself strictly with the business of the County and the duties of his position. At no time during working hours shall the employee perform any services or make or receive any telephone calls on behalf of any other agencies or for any private business enterprise or employment that are not a part of the employee's job responsibilities with the County. Additionally, neither the County uniform nor County vehicles are to be worn or used while performing any services or doing any private business that is not a part of the employee's job responsibilities with the County.
- 14.2 Employees who have accepted outside employment are not eligible for paid sick leave when the leave is used to work on the outside job. Fraudulent use of sick or personal absences will be cause for disciplinary action.

ARTICLE 15

ATTENDANCE AND PUNCTUALITY

- 15.1 It is the policy of the County to require employees to report for work punctually as scheduled and to work all scheduled hours and any required overtime. Excessive tardiness and excessive absences disrupt work flow and customer service and will not be tolerated.
- 15.2 Unauthorized or excessive absences or tardiness will result in disciplinary action, up to and including termination. The term “excessive” as used in this section shall be defined as three (3) or more occurrences in a ninety (90) day period. If the absence is pre-approved at least twenty-four hours in advance or if the employee returns to work with a doctor’s note, the absence will not be considered an occurrence. Absences will be considered “unauthorized” if sufficient sick leave is not available for the duration of the absence. For regular part-time employees hired on or after 6/22/01, failure to report for a scheduled shift shall not be construed as an authorized leave of absence under Article 28.6 unless approved in advance by their supervisor. Exceptions will be made for absences that qualify for FMLA leave.
- 15.3 Employees should notify their supervisor as far in advance as possible whenever they are unable to report for work, know they will be late, or must leave early. Such notification should include a reason for the absence and an indication of when the employee can be expected to report for work. If the supervisor is unavailable, notification of absence shall be left on the division’s designated answering machine or with the division clerk.
- 15.4 Employees who report for work without proper equipment or in improper attire may not be permitted to work. Employees who report for work in a condition deemed not fit for work, whether for illness or any other reason, will not be allowed to work.
- 15.5 Employees are expected to report to their supervisor after being late or absent, giving an explanation of the circumstances surrounding their tardiness or absence, and certify that they are fit to return to work.

ARTICLE 16

HOURS OF WORK

- 16.1 The work week shall consist of a consecutive seven day period. The work day shall consist of a twenty-four hour period beginning at 12:00 midnight. Regularly scheduled working hours and days off of employees covered by this agreement shall not be indiscriminately changed by the County. Changes shall be made by reason of operational necessity and/or efficiency. Such changes require at least five working days notice to the affected employees except in the case of valid public necessity, such as equipment failure, unanticipated employee absences, and the like. Employees' regular work schedules shall contain at least two consecutive days off. The County will not change the employees' normal work schedule within a work week to avoid overtime in that work week.
- 16.2 Lunch of thirty (30) minutes and breaks of fifteen (15) minutes shall be scheduled by the department head/designee unless circumstances prohibit such break or lunch. Whenever consistent with the efficient operation such lunch period shall be approximately at the mid-point of the employees' work day. Whenever consistent with efficient operation breaks may be scheduled by the department head/designee within the approximate mid-point of both the first and last half of the employees' work day; however, nothing herein should be construed as preventing the County from providing staggered lunch and break times.
- 16.3 Part-time golf course employees shall receive a lunch of twenty (20) minutes at or near the mid-point of their assigned shift.
- 16.4 It is acknowledged by the parties that setting regularly scheduled working hours as described in Article 16, HOURS OF WORK, for employees in the Golf Course Clubhouse unit #418-236, is difficult because of the irregular flow of golfers on a daily basis. It is agreed that employees' working hours may be changed daily to respond to the above, in accordance with the following procedure:
- A. All employees who are scheduled to work on a given day will report for work at the appropriate time, whether or not they feel there may be work to perform, unless an employee has contacted the supervisor before the shift starts and received authorization not to work that day.
 - B. Employees who do report will be guaranteed work for half their scheduled hours that day (maybe performing duties other than normal). The selection of employees to leave work will be determined as follows:
 - 1. Ask for volunteers
 - 2. Selection from part time employees on a seniority basis first, then
 - 3. Select from remaining employees on a seniority basis

- 16.5 Employees covered by this Agreement who work (actual work, not leave) sixteen (16) or more hours in any twenty-four (24) hour period will be required to take a minimum of eight (8) hours rest immediately before returning to work provided, however, this rest period shall not apply if the employee is notified of the opportunity to volunteer for the shift 24 hours or more before the beginning of the volunteered shift. Unless approved by management, employees will not be permitted to volunteer for overtime if they are unable to work all or part of their next scheduled shift due to the rest period described herein. Should the eight (8) hour rest period overlap any part of the employee's next regularly scheduled shift, the employee will be paid straight time for the number of hours which overlap, provided that the employee reports to work the remainder of the shift. The rest period shall count as hours worked for purposes of overtime. This provision may be suspended in declared emergencies.
- 16.6 The parties may enter into a Memorandum of Understanding modifying this Article.
- 16.7 It is agreed by the parties that Water and Wastewater Operators shall be allowed to bid on their scheduled shift and plant location(s). The bids shall be made available for operators to review 45 days in advance and the bidding shall take place in December of each year. The bids shall take effect on the first full pay period in January. All bids shall be selected upon seniority within their respective division.
- 16.8 When an employee reports to an assigned work location and is temporarily re-assigned to another location necessitating travel between locations, the County will provide transportation to the work location. If County transportation is not available, the employee may use a personal vehicle and will be compensated at the County's reimbursement rate. An employee may choose to drive their own personal vehicle in lieu of the County vehicle, as a matter of personal convenience. In this instance, the employee will not be provided with mileage reimbursement if a County vehicle was available. Home to work travel is not compensable.

ARTICLE 17

OVERTIME

- 17.1 It is the policy of the County not to work beyond the regularly scheduled work week unless conditions warrant.
- 17.2 Management may schedule overtime beyond the standard hours when it is in the best interest of the County and is the most practical and economical way of meeting workloads or deadlines.
- 17.3 Employees will be required to work overtime when requested by management unless excused by management. Employees may volunteer to work overtime and should communicate that interest to their supervisors. Employees who have volunteered shall be selected to perform overtime work before non-volunteers, unless management determines that work-related reasons exist for selecting non-volunteers. Overtime will only be scheduled for those employees fully qualified to perform the work required. In all work units, overtime will be equalized among employees who are similarly classified, except as addressed in Section 17.4 and 17.5 below. All other factors being the same, seniority may be used as a selection factor if employees are equal on the list. The County agrees to maintain an overtime distribution list in each work unit by classification and agrees to use such list in the distribution of overtime assignments. Employees will be charged for all overtime hours worked or refused. If overtime is offered and no one accepts the overtime, the employee that has actually worked the least amount of overtime on the list shall be required to work the overtime assignment. Employees will be charged for overtime if they cannot be contacted at their designated phone numbers. The equal distribution of overtime does not prevent the County from requiring employees that are already engaged in an unexpected overtime work assignment to continue to work.
- 17.4 For overtime computation, vacation leave, holidays, funeral leave, jury duty, and military leave shall be considered as time worked. Absences from work while on sick leave will not be counted as time worked for overtime computation. Compensatory time shall not be used as compensation for overtime. Bargaining unit employees who have used sick leave will be called in for mandatory overtime during the workweek in which they used sick leave only after bargaining unit employees who have not used sick leave during that workweek have been called in.

17.5 If the agreed upon overtime distribution procedures outlined above do not meet the operational needs of a work unit, the parties agree that the overtime distribution procedures may be modified with mutual written agreement by the parties.

ARTICLE 18

ON-CALL/STANDBY

- 18.1 On-call duty assignments must be authorized by the department or division head. This assignment is made when it is necessary that an employee be available for work due to an urgent situation during off-duty time. Such assignment will be given to the employees who normally perform the work during normal hours of work. For employees on a standby status one hour of pay at time and one-half will be paid for each regular work day and two hours of pay at time and one-half on each non-work day and holidays. On-call hours shall be in addition to time worked.

ARTICLE 19

CALL BACK

- 19.1 Call back is work due to an emergency or other urgent situations during off-duty hours. This call-back pay shall be paid to employees either called during off duty hours or called back to a work site during off duty hours. This pay shall be as follows: one hour paid for employees called during off duty hours and two hours of pay or the actual time worked, whichever is greater, for an employee called back to a work site during off duty hours. This time shall be considered as time worked for computing overtime. The call or call back of any employee requires the prior approval of the department head or designee.

ARTICLE 20

TEMPORARY ASSIGNMENTS

- 20.1 The County shall not be prevented from temporarily assigning or appointing any employee to perform work which would normally be done by an employee in another classification, when at the discretion of the County such an assignment or appointment is necessary.
- 20.2 An employee temporarily assigned and/or transferred, at the department's discretion to perform work outside his normal classification shall suffer no loss of pay should said temporary assignment be to a lower classification. An employee who is transferred temporarily to a classification which is not in the bargaining unit shall be subject to check off deduction during the term of the temporary transfer.
- 20.3 An employee who is temporarily assigned by management to work in a higher classification, work as a crew leader, or work as a lead employee shall receive 12.5% temporary assignment pay for each hour of the assignment. Generally, the qualified, most senior employee will be assigned unless such assignment will result in a disruption to operational efficiency or a reallocation of staffing resources. Employees assigned in this capacity must demonstrate the ability to organize work, oversee assignments, work safely, and complete job tasks efficiently.

ARTICLE 21

PROBATIONARY PERIOD

- 21.1 The probationary or "working test" period is an integral part of the hiring and promotion process. It is utilized to closely observe the new employee's work, to secure the most effective adjustment of a new employee to the position, and to reject any employee whose performance does not meet the required work standards. Probationary employees are generally ineligible for employee requested transfers or promotions. Probationary employees who are permitted to transfer or promote shall have their new probationary period run concurrent with their existing probationary period.
- 21.2 The probationary period shall be six months from the employee's first day of work with the County or in the position to which the employee has been promoted. If the employee has completed the probationary period, the employee shall be placed on regular status. Absent objection by the Union, the County may extend the probationary period for up to three months. Such a decision shall be made at least two weeks before the end of the initial probationary period, and notice shall be provided to both the employee and the union representative. This extension will not affect the employee's eligibility to use accrued vacation leave.
- 21.3 New hires who are selected to fill the position of Utilities Service Worker, Water Plant Operator Trainee, or Wastewater Plant Operator, but who do not possess the required state license/certification, must obtain the required license/certification within the time frame specified by the County at the time of hire. A new hire's failure to obtain the license/certification within the specified time frame shall be just cause for the employee's discharge.
- 21.4 Employees who are hired/promoted to the position of Utilities Service Worker, Water Plant Operator Trainee, or Wastewater Plant Operator, but who do not possess the required state license/certification, must obtain the required license/certification within the time frame specified by the County at the time of hire/promotion. Absent objection by the Union, the County may extend the time to obtain the license/certification. If an employee fails to obtain the license/certification within the specified time frame, a good faith effort will be made to return the employee to the position and status held immediately prior to the promotion. If the employee's former position is filled, the employee may be transferred to a vacant position for which the employee qualifies. If no vacancy exists for which the employee is qualified, the employee will be placed in a lay-off status with recall rights.
- 21.5 Regular status denotes final appointment in a specific County position and classification following successful completion of the probationary period.

- 21.6 Newly hired probationary employees may be dismissed at any time at the discretion of the County and are not entitled to the grievance/arbitration procedures or payments of sick leave or vacation leave at time of termination.
- 21.7 If an employee who is serving a probationary period incurred as a result of a promotion is found to be unqualified to perform the duties of the higher position, a good faith effort will be made to return the employee to the position and status held immediately prior to the promotion. If the employee's former position is filled, the employee may be transferred to a vacant position for which the employee qualifies. If no vacancy exists for which the employee is qualified, the employee will be placed in a lay-off status with recall rights.

ARTICLE 22

PROMOTIONS/TRANSFERS

- 22.1 In filling all vacancies in the bargaining unit, employees shall meet the qualification standards of education, training, certifications, experience, and other requirements for the position to which the promotion and/or voluntary transfer is being sought. Standards and qualifications will be established to meet the basic requirements of the position.
- 22.2 Job openings will be announced on the County's website. Promotional job opportunities (within the bargaining unit) will be announced a minimum of five working days internally prior to being announced to the outside. Job opportunities will also be posted on employee bulletin boards a minimum of five working days. Employees, excluding temporary employees, may submit an application for transfer/promotion consideration using the County's electronic application system.
- 22.3 An employee's eligibility for promotion and/or voluntary transfer will be determined by the requirements of the new job. In addition, the employee must have both a satisfactory performance record and no disciplinary actions (formal warning or greater) during the preceding twelve-month period. Employees along with external applicants will be considered. All current employees who have applied for the vacant position and who meet the minimum requirements for the position will be extended an interview. Selection will be made on the basis of qualifications and related work experience. Skills tests may be utilized to assist in determining qualifications and experience. Veteran's preference will be followed. All things being equal, current employees shall have preference. Seniority will be considered the deciding factor if two or more candidates are judged to be equally qualified.
- 22.4 Promoted employees shall receive a 5% raise or the minimum of the new grade, whichever is greater. Employees who voluntarily demote shall receive a 10% reduction in their hourly rate of pay or be placed in the maximum of the pay grade the employee is demoted into, whichever is a greater reduction. In no case, will the employee's demoted pay rate exceed the maximum of the pay grade.
- 22.5 Promoted employees will be placed on "promotion probation" status for a period of six months. At the end of this period the employee may be eligible for a promotion probationary pay increase. Certified Water or Wastewater Operators who receive a pay increase for attainment of a higher level certification will not be placed on a promotion probation and will not be eligible for a promotion probationary pay increase. They will retain their anniversary date and remain eligible for anniversary pay increases or lump sum payments provided under this Agreement.

- 22.6 The County agrees to post management vacancies and will give bargaining unit employees consideration in filling those vacancies.
- 22.7 Nothing herein shall prohibit the County from transferring employees into vacant positions without complying with the foregoing provisions in the case of medical accommodations, disciplinary reasons, and voluntary demotions.
- 22.8 Water or Wastewater Operator Trainees who attain a C license will advance to the corresponding pay grade for a C operator position and receive a 5% increase or the minimum of the grade, whichever is greater effective with the first full pay period following attainment of the license. This will be considered a promotion and the employee will be placed on "promotion probation" status for a period of six months and have an adjusted anniversary date. Certified Water or Wastewater C Operators who attain a B license will advance to the corresponding pay grade for a B Operator position and receive a 5% pay increase or the minimum of the pay grade, whichever is greater effective with the first full pay period following attainment of the license (not to exceed the maximum of the pay grade). This advancement will not result in an adjusted probationary period or anniversary date. Certified Water or Wastewater B Operators who attain an A license will advance to the corresponding pay grade for a A Operator position and receive a 5% pay increase or the minimum of the pay grade, whichever is greater effective with the first full pay period following attainment of the license (not to exceed the maximum of the pay grade). This pay increase will not result an adjusted probationary period or anniversary date.

ARTICLE 23

DISCIPLINE

- 23.1 No employee covered by this agreement shall be disciplined or discharged without just cause. All discipline or discharge notices shall be in writing with a copy provided to the employee. Such notices shall contain as complete and precise an explanation as possible for the action being taken.
- 23.2 The County agrees with the tenets of progressive and corrective discipline; however, the County has the right to review the employee's work history and prior record of disciplinary action when determining the appropriate action to be taken. The County may provide employees with notice of deficiencies and an opportunity to improve.
- 23.3 Disciplinary actions or measures may include, subject to the rules of the Board of County Commissioners, any of the following:
- A. Written Reprimand
 - B. Formal Warning or Suspension
 - C. Demotion
 - D. Discharge
- 23.4 All discipline may be processed as a grievance.
- 23.5 If there has been no additional written discipline, disciplinary actions shall not be considered for purposes of progressive discipline, as follows:
- Class 1 offenses after one year.
 - Class 2 offenses after two years.
 - Class 3 offenses after five years.
- 23.6 To be considered valid, all discipline and discharge notices shall be administered within ten (10) business days of the County's discovery of the event giving rise to the disciplinary action; or within ten (10) business days of the County's discovery of the disciplinary event, the County notifies the Union of its intent to investigate the event giving rise to the discipline. If disciplinary action has not been taken within thirty (30) calendar days of the County's notification to the Union of its intent to investigate, the County shall reply promptly in writing upon the Union's written inquiry whether the matter is closed or still under investigation.

ARTICLE 24

GRIEVANCE AND ARBITRATION

GRIEVANCE PROCEDURE

- 24.1 Except when doing so would present an unreasonable risk to the employees' safety, bargaining unit employees will follow all lawful 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.
- 24.2 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 by a bargaining unit employee or by the union (hereinafter the "grievant") on the union's grievance form. In either case, the procedure to be followed will be the same. The grievant and management may mutually agree to waive any step. Any employee covered by this agreement must use this grievance process and has no right to any other grievance process (i.e., administrative policy, etc.).
- 24.3 Any grievance, defined as a claim reasonably and suitably founded on a violation of the terms and conditions of this agreement, shall systematically follow the grievance procedure as outlined herein. Any grievance filed shall refer to the provision or provisions of the agreement alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation.
- 24.4 Rules of Grievance Processing - It is agreed that:
- (A) The time limit at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step.
 - (B) A grievance presented at Step 2 and above shall be dated and signed by the aggrieved employee presenting it. A decision rendered shall be written to the aggrieved employee with copy to the union and shall be dated and signed by the County's representative at that step.
 - (C) When a written grievance is presented, the County's representative shall reflect the date received by the County's representative and provide a copy of it to Human Resources at that particular step. Human Resources will assign a grievance number.
 - (D) A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn and as having been settled on

the basis of the decision most recently given. Failure on the part of the County's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step.

- (E) When a grievance is reduced to writing there shall be set forth:
 - 1. A complete statement of the grievance and the facts upon which it is based;
 - 2. The section or sections of this agreement claimed to have been violated; and
 - 3. The remedy or correction requested.

- (F) In the settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to ten calendar days prior to the date of the filing of the grievance.

STEPS FOR GRIEVANCE PROCESSING

In the event a grievance arises, the employee must discuss the grievance with his immediate supervisor within ten (10) business days after he had knowledge of his grievance. At the time of submitting the grievance, and to ensure that grievances are settled at the first opportunity, the aggrieved employee should request an informal meeting with his supervisor prior to a Step 1 hearing to discuss the circumstances giving rise to the grievance. In the event the issue in dispute cannot be resolved between the supervisor and the grievant, the grievance may be presented by the grievant at Step 1 of the grievance procedure within ten (10) working days from the date of the supervisory meeting. Such written grievance must indicate that the matter had been reviewed with the immediate supervisor. Any grievance filed over being discharged shall be directly submitted to Step 3.

Step 1: The aggrieved employee shall present his grievance to his division head. The aggrieved employee may request a representative of the union to be present. The division head will meet with the aggrieved employee and his representative within ten (10) business days after submission of the written grievance, unless mutually agreed otherwise. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The division head shall reach a decision and communicate it in writing to the aggrieved employee with a copy to the union within ten (10) business days from the date the grievance was presented to him. If the Division Head fails to issue a timely response, then the grievance may be filed to Step 2.

Step 2: If the grievance is not settled in the first step, the aggrieved employee, within ten (10) business days of the time that the Step 1 decision was rendered, shall forward the written grievance to the department head. The department head shall meet within ten (10) working days, unless mutually agreed otherwise with the aggrieved employee who may be accompanied by a union steward and the union chief steward. The County will attempt to coordinate the meeting with both the grievant and the Union. The department head shall reach a decision and communicate it in writing to the aggrieved employee with a copy to the Union within ten (10) business days of the Step 2 meeting,

unless such time is mutually extended in writing. If the department head fails to issue a timely response, then the grievance may be filed to Step 3.

Step 3: If the grievance is not settled in , the aggrieved employee, within ten (10) business days of the time that the Step 2 decision was rendered, shall forward the written grievance to the County Administrator or his designee. The County Administrator or his designee shall meet with the aggrieved employee, within ten (10) working days, unless mutually agreed otherwise, who may be accompanied by the union steward, the chief steward, and business representative to obtain the facts in the case. The County will attempt to coordinate the meeting with both the grievant and the Union. The County Administrator or his designee shall forward his decision to grievant with a copy to the union within ten (10) business days of the Step 3 meeting, unless this period of time is extended by mutual agreement of both parties.

Step 4: In the event that the grievance is not settled at Step 3 within the time allowed, it may then be submitted to arbitration. Nothing herein will prevent the parties from mutually agreeing to seek resolution through mediation. The Union and only the Union shall have the exclusive right to proceed to arbitration on behalf of all the bargaining unit members. Submission to arbitration must be made within ten (10) days of the time that the Step 3 hearing decision was rendered; provided, however, this period may be extended upon the mutual agreement of both parties. In addition, a request for arbitration must be sent to the Federal Mediation and Conciliation Service (FMCS) no later than fifteen (15) days following the request to arbitrate. Upon the County's request to strike the panel to select an arbitrator, the Union shall have thirty (30) days to do so or such grievance shall not be subject to arbitration. If the parties fail to agree in the first instance of an appointment, the Federal Mediation and Conciliation Service shall be requested to provide a panel of arbitrators from which a selection shall be made. Hearings before the arbitrator shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The arbitrator's decision shall be final and binding on the parties, but no arbitrator shall have the power to alter, modify, amend, add to, or detract from the terms and conditions of the agreement.

24.5 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 union and the County in writing. It shall be the obligation of the arbitrator to make a best effort to rule within 30 calendar days after the hearing and receipt of post-hearing briefs. The expenses of the arbitration, including the fee and expense of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless the 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.

24.6 The arbitrator will be confined to the written grievance presented in Step 1 of the procedure. Additionally the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this agreement. The arbitrator shall have no authority to consider or rule upon any matter which is not 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 or federal laws, except to the extent as specifically provided herein.

- 24.7 The arbitrator may not issue declaratory opinions and shall be confined exclusively to the question which is presented, 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 as provided by law.
- 24.8 Nothing in this agreement shall prohibit the presence of a Union representative at any steps of the grievance procedure.

ARTICLE 25

SEPARATIONS

- 25.1 The effective date of separation shall be the last day on which the employee is present for duty unless otherwise specified herein.
- 25.2 Resignation is defined as an action whereby an employee voluntarily leaves County employment. An employee wishing to leave the County in good standing shall file with the County a written resignation, stating the date and reasons for leaving. Such notice must be given at least two weeks prior to the date of separation. Failure to comply with this courtesy may be cause for denying such employee re-employment with the County. Employees who are absent from work for three consecutive work days without providing proper notice and being excused (unless the employee is physically unable to provide notice) will be considered as having “abandoned their position” and thereby voluntarily quit. Requests for vacation leave shall not be unreasonably denied in accordance with Article 31.6. At that time, the County will formally note the termination and advise the employee and the Union of the action by first class U.S. mail to the employee’s address on record in the Human Resources Department.
- 25.3 Retirement is defined as a voluntary or involuntary procedure whereby an employee separates from County employment for reasons of length of service or disability. Retirement regulations and benefits shall conform with the provisions of the Florida Retirement System.
- 25.4 Termination shall be effective as of the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse, or the estate of the employee, as determined by law or by executed forms in the employee's personnel file.
- 25.5 If a layoff does occur the County will determine which classifications within the affected division will be eliminated. For purposes of this section, “classification” shall be defined as the established positions in the bargaining unit’s pay plan. Additionally, full-time and part-time positions shall be considered separate classifications. For purposes of this section, “division” shall be defined as follows: Aquatic Centers, Customer Service, Engineering, Facilities Management, Fire Rescue, Golf Course, Ocean Rescue, Parks, Road and Bridge, Sanitary Landfill, Traffic Engineering, Vehicle Maintenance, Wastewater Collection, Wastewater Treatment, Water Distribution, Water Production. The employees in the affected classification within the affected division shall be laid off based on the inverse order of their county-wide seniority (most recent hire date). In lieu of layoff, an affected employee may displace any less senior employee in the bargaining unit in any lower classification providing he/she previously held the position and remains qualified. Employees accepting positions in a lower classification will receive a 5% reduction per pay grade; however, the newly established pay shall not exceed the maximum of the new pay grade. Nothing herein shall limit the County’s ability to use contracted

temporary workers. All temporary employees within affected divisions will be terminated first. Employees in a recall status may apply for open positions for which they are qualified pursuant to Article 22.

- 25.6 If an employee is laid off, the employee will be compensated for his sick and vacation as if he were voluntarily quitting. Employees eligible for sick leave payment per Article 29.7 shall have the option of leaving the sick leave on account for up to one year. A laid-off employee shall be eligible for conversion of employee health care benefits at the employee's expense. Laid-off employees remain eligible for recall into positions previously held with the County for a period of three years from the layoff date, provided that any employee so recalled shall be subject to passing a typical pre-employment screening at the discretion of the County. The County's duty to notify a laid off employee for recall shall be limited to the position from which the employee was laid off. The employee shall be deemed notified under this Article by placement of written notification by first class U.S. Mail to the employee's last known address. The employee shall have ten (10) calendar days from the postmark date to notify the Human Resources Department of their intention to return to work. Additionally, the employee shall have fourteen (14) calendar days from the date of acceptance to report for duty. If the employee fails to notify the County of their intention or fails to report for duty in the allotted timeframe, the employee will forfeit their recall right and will be terminated. No continuous service benefits of any kind shall accrue during the layoff period.
- 25.7 A discharge is the involuntary separation of an employee from County employment. Employees discharged for disciplinary reasons shall not generally be eligible for re-employment and shall lose all seniority and reinstatement privileges. A discharged employee will be allowed to discuss the discharge with the union steward before the employee is required to leave the property of the County unless his presence creates an unsafe situation. The County will notify the union steward upon the discharge of an employee in the bargaining unit but failure to give such notice shall not affect the validity of the discharge. Discipline or discharge of newly hired probationary employees shall not be subject to the grievance or arbitration procedures.
- 25.8 The final pay for terminated employees will be prepared for distribution on the next normally scheduled pay date following the termination date. It can be mailed if the employee requests so in writing. Otherwise, final pay should be picked up in the Human Resources office by the employee or someone who has written authorization to do so. Final pay will be ready on the next normally scheduled pay date following the retirement date for those retiring employees who are vested in the retirement plan.
- 25.9 At the time of separation and prior to receiving final monies due, all records, books, assets, uniforms, keys, tools, and other items of County property in the employee's custody shall be returned to the department.

25.10 Any outstanding debts incurred by an employee which are due the County shall be deducted from the employee's final paycheck and/or termination leave pay.

ARTICLE 26

INSURANCE

- 26.1 The County shall provide health insurance for all bargaining unit employees and their dependents in the same manner as the County's general non-bargaining unit employees, including the retiree health insurance subsidy, hospitalization, and medical insurance.
- 26.2 Regular full-time bargaining unit employees will continue to be eligible to participate in the County's life insurance program and may enroll in the optional long-term disability, optional employee and family life insurance, and the optional deferred compensation plan with additional providers.
- 26.3 Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedures.

ARTICLE 27

DRUG TESTING

- 27.1 Teamsters Local Union No. 769 and Indian River County agree to the following for employees who are in the labor and trades bargaining unit:

The parties understand that illegal drug use and/or misuse of alcohol and/or controlled substances adversely affects employees' job performance and jeopardizes their safety, the safety of other employees and the public, and the reliability of the County's operations. Therefore, the County and the Union agree to implement the Drug-Free Workplace Program Policy adopted by the County with the following exceptions. These exceptions will supersede the language in the County's policy:

27.2 **Reasonable Suspicion Drug Testing**

Employees shall notify their supervisors when under medically prescribed treatment with a controlled substance if they know or have reason to believe the controlled substance may limit their ability to perform their jobs.

Any employee may be required by the County to submit to a blood, urinalysis, and/or intoxilyzer test when there exists a reasonable suspicion that the employee is under the influence of alcohol or non-prescribed controlled substances on the job. If such reason is based upon the observation of supervisors or managerial employees, then, where job conditions permit, two supervisors or managers should observe the employee. An employee will not be required to take any test unless a member of management approves testing. When an employee is to be tested under this reasonable suspicion provision, he may request the presence of his Union steward. If the steward has been requested, and is on duty, he will be permitted to consult with the employee who is to be tested prior to the time he goes to the specimen collection facility.

At management's discretion, the employee may be temporarily reassigned to a non-safety sensitive position, if available, or be removed from duty while awaiting the reasonable suspicion drug tests results. Employees may elect to use accrued sick or vacation leave while awaiting the reasonable suspicion drug test results or be in a no pay status if no paid leave is available. In the event of a negative test result, the employee's accrued leave used while awaiting the results, will be restored.

27.3 **Follow-up and Random Testing**

Follow-up and random testing for employees in non-safety-sensitive positions shall be permitted during the first twenty-four (24) months following an employee's release after successfully completing a rehabilitation program, and the frequency of such testing shall be determined by the County. Follow-up and

random testing for employees in safety-sensitive positions shall be in accordance with 49 CFR Part 382.

ARTICLE 28

LEAVES OF ABSENCE

28.1 Jury Duty

Employees subpoenaed for jury duty shall receive regular pay for the hours missed from work. Such time shall be considered as time worked for the purpose of calculating overtime. Employees are expected to submit a copy of their subpoena which shall become a part of the payroll records. Employees are expected to stay in touch with their supervisors relative to their court duty and County work schedules to minimize interference with their jobs. Employees who work shift work shall be excused from work and receive jury duty pay for the hours missed on any day reporting for jury duty if they were not provided a 10 hour rest period prior to the start of jury duty, or provided a 10 hour rest period between being released from jury duty and the start of the shift provided the employee submits documentation reflecting the jury time.

28.2 Witness Duty

Employees attending court during their normal working hours as a witness on behalf of a public jurisdiction or as a result of their public employment shall receive regular pay. Employees subpoenaed as witnesses (other than as above) during a criminal or civil trial will not be paid but may charge vacation. Employees who are plaintiffs or defendants in personal litigation not related to their public employment are not eligible for regular pay. Vacation time may be used.

28.3 Military Leave

An employee may request military leave to serve on active duty in an emergency or required annual duty, and shall be compensated in accordance with state law, and it shall be considered time worked.

28.4 Family Medical Leave Act

The FMLA establishes the rights of eligible employees to a leave of absence for up to 12 weeks. Eligibility for FMLA leave shall be determined on a rolling twelve (12) month period commencing from the first day FMLA was used for birth, adoption, the care of a family member's serious health condition, or the employee's own serious health condition. It also provides for the continuation of health insurance benefits while on leave and the return of the employee to the same or an equivalent position at the end of the leave.

28.5 Bereavement Leave

A. This benefit is available for full-time regular employees.

- B. Three working days shall be given off with pay upon the death of a member of the immediate family (defined for this benefit as parents and step-parents, spouse, children and step-children, grandmother, grandfather, grandchild, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or legal guardian of the employee).
- C. Bereavement Leave will be authorized in minimum one-half day increments and will be paid at the employee's current pay rate.
- D. If additional time off work is needed, or time off is needed for an individual not covered by Article 28.5(B), vacation or sick leave may be utilized, or time off without pay can be arranged if justified. Sick leave used under this provision shall not be counted as an occurrence of sick.

28.6 Other Leaves of Absence

Employees are eligible for leave of absence for causes generally beyond the control of the employee. The duration of each leave of absence and the compensation received by the employee, if any, during the leave of absence shall be determined by the County. Except as otherwise provided the decision to grant a leave without pay (leave of absence) is a matter of administrative discretion, and may only be approved by the County Administrator or his designee. Leaves without pay must be requested by the employee at least two (2) weeks prior to the leave, unless circumstances satisfactory to the County Administrator/designee render advance request impossible. All leave requests must be in writing. Extensions may be granted if requested at least seven (7) days prior to the expiration of the leave, and approved by the County Administrator or his designee. For leaves of absence taken at the option of the employee, the County's health care plan will be extended until the end of the month in which the leave of absence began. After that point, the employee can keep the plan only by paying the full premium amount (employee and employer share) prior to the first of each month. If the leave of absence is due to factors beyond the control of the employee, as in the event of a medical problem, the County will determine the period of time the health care plan will be provided at County expense based upon the merits of the individual situation and the law, but the employee would still be responsible for paying the employee's typical share of the cost.

28.7 Leave Without Pay for Part-time Employees

At the discretion of the department director or his designee, unpaid leave may be authorized for part-time employees who do not accrue sick and vacation leave (hired on or after 06/22/01), up to a maximum of 60 hours per calendar year.

28.8 Arrests and Incarceration

- A. Employees who are unable to report for work because of arrest and incarceration may be placed on a special personal leave of absence without pay provided that it is requested during the first three working days of the incarceration. If the employee is unable to secure bail, the leave of absence will continue until final disposition of the charges depending upon the County's operational needs. If the employee is freed on bail, a decision will be made by the employee's department head and the Human Resources Director as to whether to allow the resumption of active employment pending disposition of the charges. They shall determine whether reinstatement would be consistent with the County's needs and requirements. If the decision is to not allow resumption of active employment pending disposition of the charges, a "pre-suspension" hearing will be set, at which the employee will be advised of the reasons for the suspension and would have the opportunity to refute the underlying premises for the suspension and argue for immediate reinstatement. Once an employee has exhausted all available vacation leave, his vacant position may be posted and filled in accordance with the provisions of this agreement. If the employee is reinstated after his position is filled, he shall have the right to fill a vacant position for which he is fully qualified. If no position is available, he shall be placed in a layoff status with recall rights as outlined in Article 25, Separations.
- B. Employees shall immediately notify the department within 3 days of contact when information has been filed by a prosecuting official against him/her, when indicted by a Grand Jury, or when arrested, for any offense or violation of law. The department director shall determine if it is in the best interests of the County to:
- 1) Retain the employee in his/her regular position; and/or
 - 2) Assign the employee to other duties or another position until such time as any charges are disposed of by trial, acquittal, dismissal, conviction, or other judicial action; and/or
 - 3) Place the employee on leave without pay until such time as any charges are disposed of by trial, acquittal, dismissal, conviction, or other judicial action; and/or
 - 4) Initiate disciplinary action up to and including termination.
- C. In the event that the employee is retained pending the resolution of the charges, and pleads nolo contendere or guilty, or is found guilty of any job related offense or any offense that would adversely impact the County or the employment status of the employee, or which would cause the County to be held in disrepute, the employee may be terminated from employment.
- D. In the event that the employee is retained pending the resolution of the charges and is acquitted of all charges, or the indictment is dismissed, the Division Director shall retain the option to initiate or continue an investigation of possible administrative violations in accordance with established policy or practice.

Notwithstanding anything to the contrary in this section, no employee shall be disciplined or discharged without just cause.

28.9 General Provisions

The following provisions apply to leave without pay status:

- A. An employee granted a leave of absence must keep the department informed of his current activity (school, medical, military, etc.) each time a request for extension of the leave is made. In addition, the employee must keep the department advised of his current address at all times. Failure to comply with these provisions shall result in the employee being dropped from leave of absence status, in which case he must return to duty or be discharged.
- B. An employee granted a leave of absence shall contact the department head at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.
- C. Failure to return to work at the expiration of the leave shall be considered a resignation.
- D. No sick leave or vacation shall be accrued by an employee while he is on leave without pay if the employee is absent for more than one-half of his normally scheduled work hours during the month.
- E. An effort will be made to return the employee to the position and status held immediately prior to his leave of absence. If the employee's former position is filled, he may be transferred to a position for which he qualifies, subject to the approval of the department head and the County Administrator. If no vacancy exists for which the employee qualifies, he will be placed in a layoff status with recall rights pursuant to Article 25, Separations.
- F. Time spent on leave of absence shall not constitute a break in service. However, the time shall not be credited toward retirement, vacation, sick leave, or toward satisfying the probationary period.

28.10 Employees who are on worker's compensation leave may supplement their worker's compensation payments with any accrued sick or vacation leave, up to 100% of their regular take-home pay.

28.11 No sick leave or vacation shall be accrued by an employee while he is on workers' compensation leave if the employee is absent for more than one-half of his normally scheduled work hours during the month.

ARTICLE 29

PAID SICK LEAVE

- 29.1 It is the policy of the County to permit employees to be absent from work due to non-work related sickness or injury. In order to help employees maintain their income during these absences, the County will provide compensation according to the guidelines in this Article.
- 29.2 Sick leave will accrue for all regular full-time and regular part-time employees (hired before 6/22/01) beginning with the completion of their first full calendar month of employment. Full-time employees will accrue one day per month and part-time employees' accrual will be on a pro-rata basis. "One day" is computed by dividing the employee's scheduled biweekly hours by 10.
- 29.3 Sick leave may be used as it is accrued. To receive compensation while absent on medical leave the employee shall notify the immediate supervisor prior to or as soon as possible after the period of absence begins. The supervisor may request a physician's certification of the need for the absence if there is a suspicion of abuse of sick leave. In every case, a person using more than five consecutive work days of sick leave will present a certification of need for the absence and clearance to return to work from a licensed medical provider (M.D. or D.O.). Failure to present such certification may prevent the employee from being allowed to return to work or may result in progressive disciplinary action. Employees who are absent without available accrued sick leave may be subject to disciplinary action in accordance with Article 15 – Attendance and Punctuality “unauthorized” absences. Exceptions will be made for absences that qualify for FMLA leave.
- 29.4 Sick leave may be charged in minimum increments of one-half hour.
- 29.5 Sick leave may be applied for the following purposes:
- A. Personal injury or illness not connected with the job. For work connected absence see Article 28.
 - B. Medical, dental, optical, or chiropractic treatment/examination.
 - C. Exposure to a contagious disease which would endanger others (as determined by a physician).
 - D. Illness of a family member, defined as father, mother, son, daughter, brother, sister, husband, wife, father/mother-in-law, son/daughter-in-law, brother/sister-in-law, step-father/mother, step-son/daughter, step-brother/sister, grandparent, and guardian. Employees may not use more

than five days of sick leave in a calendar year for the illness of a family member, unless the illness qualifies for FMLA leave.

29.6 Maximum Accruals:

- A. For regular full-time employees hired on or after October 1, 2011, sick leave may carry over year to year, not to exceed a maximum of thirty (30) days. At the end of December of each year, any sick leave hours over the thirty (30) day maximum will be converted to vacation hours using the following formula:

$$.50 \times \text{hours over max} = \text{Number of hours to be converted to vacation hours}$$

The converted hours will be added to the vacation accrual bank after the annual vacation reduction in Article 31.5.

- B. Regular full-time employees hired prior to October 1, 2011 whose accrual banks are in excess of thirty days will remain eligible for a sick leave incentive as follows:

Sick leave incentive payment will be provided for full-time employees as an incentive to avoid sick leave abuse.

- A. At the close of each anniversary year (based upon the hire date), regular full-time employees will be compensated for one-half of all sick leave days accumulated over thirty. The days that are compensated for through this plan will be deducted from the employee's total sick leave accumulation and paid at straight time rate.

- 29.7 Regular full-time employees hired on or after October 1, 2011 with ten or more years service with the County shall be paid one-half of all unused sick leave, to a maximum of one hundred and twenty hours, upon retirement or death. Regular full-time employees hired prior to October 1, 2011 with ten or more years service with the County shall be paid one-half of all unused sick leave, to a maximum of two hundred forty hours, upon retirement, termination of employment for other than involuntary separation, or death. Employees leaving County employment having less than ten years service shall not be paid for unused sick leave.

- 29.8 Bargaining unit employees may participate in the County's sick leave donation policy under the established terms and conditions of the sick leave donation policy.

ARTICLE 30

HOLIDAYS

30.1 It is the policy of the County to observe holidays each year on a schedule determined by the Board of County Commissioners.

The holidays which shall be observed under this policy are:

- A. New Year's Day
 - B. Martin Luther King Day
 - C. Good Friday
 - D. Memorial Day
 - E. Independence Day
 - F. Labor Day
 - G. Veteran's Day
 - H. Thanksgiving Day
 - I. Day after Thanksgiving
 - J. Day before Christmas
 - K. Christmas Day
 - L. Personal Day (to be scheduled and approved in accordance with department's vacation policy)
 - M. Any other holidays authorized by the Board of County Commissioners
- 30.2 Regular employees will receive holiday pay whether or not they are scheduled to work on the holiday. Regular employees not normally scheduled to work on the day of the week the holiday is being observed will receive an average day's wage as holiday pay. An average day's wage is defined as an employee's scheduled bi-weekly pay divided by ten days. Employees normally scheduled to work on the day of the week the holiday is being observed shall receive holiday pay for the number of hours they are normally scheduled to work, even if that is more or less than an average day's wage. For timekeeping purposes, the holiday pay will be reflected on the day of the observed holiday.
- 30.3 Temporary employees, part-time employees hired on or after 6/22/01, employees on unpaid leave of absence, and employees on layoff are not eligible for holiday pay.
- 30.4 To receive holiday pay, an employee must be in an "active pay status" on the scheduled work days immediately preceding and immediately following the day on which the holiday is observed.
- 30.5 For pay purposes, holidays will be the County recognized day of the holiday.

- 30.6 Holidays which occur during an employee's annual leave or medical leave will be paid as holiday pay and shall not be charged against such annual leave or medical leave.
- 30.7 The County reserves the right to schedule work on an observed or an actual holiday in order to maintain essential services to the public. This work schedule will be approved by the department head in advance.
- 30.8 Any work performed on an observed or actual holiday by a nonexempt employee will be paid at time and one-half rate and these hours will not be included when counting toward a 40-hour work week for overtime purposes. If an employee is scheduled to work both the observed holiday and the actual holiday, the employee will only receive holiday overtime for the observed holiday. In no case, will the employee be paid holiday overtime for hours worked on both the observed and actual holiday.
- 30.9 Holiday pay will be counted as time worked for overtime calculations.
- 30.10 The Personal Day holiday hours will be based on the average day which is the employee's regular biweekly scheduled work hours divided by 10. The Personal Day may be used on an hour for hour basis. Personal Day holiday hours will be credited in October of each fiscal year and unused hours will not carryover at the end of the fiscal year.

ARTICLE 31

VACATION LEAVE

31.1 It is the policy of the County to grant annual vacations with pay to regular full-time and regular part-time employees in accordance with the guidelines established below.

Full-time employees will accrue paid vacation leave based on the number of hours in their work week according to the following schedule:

ACCRUAL RATES					
Service	Days Per Yr.	37.5 Hr/Week		40.0 Hr/Week	
		Hrs/Yr	Hrs/Mo	Hrs/Yr	Hrs/Mo
1 yr to 4 yrs. 12 mos.	10	75.0	6.25	80.0	6.67
5 yrs to 5 yrs. 12 mos.	11	82.5	6.88	88.0	7.34
6 yrs to 6 yrs. 12 mos.	12	90.5	7.50	96.0	8.00
7 yrs to 7 yrs. 12 mos.	13	97.5	8.13	104.0	8.67
8 yrs to 8 yrs. 12 mos.	14	105.0	8.75	112.0	9.34
9 yrs to 9 yrs. 12 mos.	15	112.5	9.38	120.0	10.00
10 yrs to 10 yrs. 12 mos.	16	120.0	10.00	128.0	10.67
11 yrs to 11 yrs. 12 mos.	17	127.5	10.63	136.0	11.34
12 yrs to 12 yrs. 12 mos.	18	135.0	11.25	144.0	12.00
13 yrs to 13 yrs. 12 mos.	19	142.5	11.88	152.0	12.67
14 yrs (max accrual rate)	20	150.0	12.50	160.0	13.34

31.2 Part-time employees hired before 6/22/01 are entitled to vacation accrual on a pro-rata basis. Temporary employees shall accrue no vacation leave.

31.3 New employees may request to use accrued vacation by submitting a vacation leave request in advance. No employee may use vacation leave in advance of it being accrued. Accrued vacation is credited at the beginning of each month for the prior month, and is reflected in the timekeeping system.

31.4 Authorized vacation hours shall be counted as time worked for the purpose of computing overtime pay eligibility.

31.5 Employees hired prior to October 1, 2011 will earn vacation monthly, in hourly increments, and may carry over unused vacation from year to year up to a maximum of 65 days. Employee vacation accrual banks will be reduced back to the 65 day maximum the first full pay period after December 31st. Employees hired on or after October 1, 2011 will earn vacation monthly, in hourly increments, and may carry over unused vacation from year to year up to a maximum of 30 days. Employee vacation accrual banks will be reduced back to the 30 day maximum the first full pay period after December 31st.

- 31.6 Vacation leave may be taken after approval by the division head or designee. It may be charged in increments as small as one hour. All vacations shall be approved or denied within a reasonable period of time. No vacation shall be unreasonably denied.
- 31.7 Employees shall not be paid for earned vacation leave in lieu of taking the leave, except upon termination of employment. Earned vacation leave for employees who die while in County employment shall be paid to the same beneficiary as is designated for the employer-paid life insurance benefit.
- 31.8 When a County observed holiday falls within an authorized vacation leave period, that time shall be charged as holiday pay, and vacation leave will not be charged.
- 31.9 Vacation leave will always be paid at the employee's pay level at the time the vacation is used.
- 31.10 The County reserves the right to cancel authorized vacation or to call back employees from vacation under emergency circumstances. If such vacation is cancelled or the employee is called back from vacation, the County shall reimburse pre-paid, non-recoverable expenses. The County may request necessary documentation to verify reimbursements.

ARTICLE 32

UNIFORMS, TOOLS AND EQUIPMENT

- 32.1 For employees required to wear a uniform (excluding Lifeguards and Golf Course employees), the County will furnish two sets of shirts and pants for each day the employee is regularly scheduled to work in a workweek, plus one additional uniform, i.e., five-day employees will have 11 sets and four-day employees will have 9 sets, and all on-call employees shall receive an additional 2 sets, not to exceed 15 sets. Each employee shall receive one windbreaker jacket displaying the County logo. Bargaining unit employees shall be given their choice of long or short pants, except for those positions for which the County makes the determination that long pants are required. The determination to require long pants will not be arbitrarily made. Such uniforms are not to be worn except while employees are on the job and while traveling to and from the job. Lifeguard and golf course uniforms will be issued in accordance with current practice.
- 32.2 Tools and equipment which are normally supplied by the County will be used properly and carefully by employees who require them in their work. It is the responsibility of the employee to use and secure such tools and equipment in such a manner as to minimize the potential for loss or theft.
- 32.3 Tools and equipment provided by the County will be replaced by the County if they are stolen or broken during normal use and provided proper care and prescribed security measures have been followed and loss or breakage is not due to the employee's negligence or abuse.
- 32.4 Employees who are required by the County to provide their own tools will be provided a list of the minimum required tools at the time of employment. Following ratification of this Agreement by the parties in October of each year of this Agreement, the supervisor will confirm the employee has the required tools and submit a request for an annual tool allowance of \$150 to be paid eligible employees. The supervisor will submit the names of eligible employees to the Department Director for approval. Once approved by the Department Director, the list will be forwarded to Human Resources for payment to eligible employees in the next regular payroll cycle.

ARTICLE 33

WAGES

- 33.1 For fiscal years FY 2223 and 2324 employees will receive a 2.5% anniversary increase, or the same increase as non-union employees under the County Administrator's purview if greater than 2.5%, not to exceed the top of the employee's pay range. Bargaining unit employees who are topped out in their pay range shall receive a lump sum anniversary amount in the amount of \$1300 for FY2022/2023 and 2023/2024, (prorated for part-time employees), or the same amount as non-union employees under the County Administrator's purview if greater than the stated amounts not added to their base upon successful evaluation. Employees within the established lump sum payment amount (prorated for part-timers) of the maximum of the range shall receive an increase in base pay up to the maximum of the range and shall receive the difference between that amount and the established lump sum payment in a lump sum payment. Any anniversary increases or lump sum increases after the expiration of this Agreement shall be subject to collective bargaining.
- 33.2 For fiscal year 2022/2023, bargaining unit employees will receive a 6% general wage increase effective the first full pay period in October 2022 or upon ratification of the agreement by the parties whichever is later, or the same general wage increase as employees under the County Administrator's purview for fiscal year 2022/2023 if greater than 6%. For fiscal year 2023/2024 the parties mutually agree to reopen this section and collectively bargain future general wage increases. Any general wage increases after the expiration of this agreement shall be subject to collective bargaining.
- 33.3 For the life of this Agreement the promotion probation pay increase shall be 5%.
- 33.4 Effective with the first full pay period in October 2022, full-time employees who actually work established full-time shifts (8 hours, 10 hours, etc.) that start at or after 1:00 p.m. or before 9:00 p.m.. will be eligible for a 2nd shift differential at a rate of 5% of the regular hourly rate for the shift worked. Full-time employees who actually work established full-time shifts (8 hours, 10 hours, etc.) that start at or after 9:00 p.m. or before 4:00 a.m. will be eligible for a 3rd shift differential at a rate of 10% of the regular hourly rate for the shift worked. Any shift beginning between 4:00 a.m. and 1:00 p.m. is excluded from shift differential. Shift differential is automatically added to the regular hourly rate for the purpose of computing overtime pay. Any employees receiving shift differential, whose established shift is outside the stated guidelines, will no longer receive it.
- 33.5 For the life of this Agreement, if the County identifies a bonifide recruitment and retention issue for a bargaining unit position, the parties may meet to discuss and present practical solutions to address the concern. Nothing herein is intended to expand the rights and privileges extended to the Union pursuant to

Article 33.2 of this Agreement with respect to wage reopening and collective bargaining process for FY 2023/24.

- 33.6 The parties agree to upgrade the below classifications effective October 7, 2022 and create new position classifications as indicated below.

Utility Service Worker Progression effective October 7, 2022

Entry Level Utility Service Worker I current L10 – no change in pay grade. Upon completion of six (6) months probationary period, the employee will receive a 5% probation increase. Progression to Utility Service Worker II within 18 months of hire/internal promotion is a condition of employment.

Utility Service Worker II (new position) – L11

Progression from a Utility Service Worker I to a Utility Service Worker II will be effective with the first full pay period following meeting the eligibility requirements. The employee will receive 5% promotion increase and be eligible to receive a 5% promotion probation increase upon successful completion of promotion probation.

To be eligible for the Utility Service Worker II progression, the Utility Service Worker I must have successfully completed their initial six (6) month probationary period and attained the following within 18 months of hire/internal promotion date:

- Class A CDL with the following restrictions:
 - 1) No airbrake
 - 2) No tractor trailer
 - 3) Automatic
- Water Distribution System Operator Class 3 license for **Water Distribution or Class C Wastewater Collection certificate for Wastewater Collections**

Current Utility Service Worker I's meeting this progression criteria for a Utility Service Worker II on October 7, 2022 will be promoted and will receive both a 5% promotion pay increase and a 5% promotion probation increase effective October 7, 2022 after the FY2022/23 general wage increase is provided (not to exceed the maximum of the pay grade for L11). The current Utility Crew Leaders on October 7, 2022 will not serve a new probationary period.

Utility Service Worker III (new position) – L12

Progression from a Utility Service Worker II to Utility Service Worker III will be effective with the first full pay period following meeting the eligibility requirements. The eligible employee will receive a 5% pay increase or the

minimum of the pay grade whichever is greater not to exceed the maximum of the pay grade. There is no probationary period or probationary increase associated with movement to Utility Service Worker III. To be eligible, the employee must be a Utility Service Worker II and have attained the following:

- Class A CDL with air brakes and tanker endorsement
- Water Distribution System Operator Class 2 license for **Water Distribution** or **Class B Wastewater Collection certificate for Wastewater Collections**

Line Location Technician – from L11 to L12

Current Line Location Technician's will receive a 5% pay increase or the minimum of the pay grade whichever is greater not to exceed the maximum of the pay grade effective October 7, 2022.

Utility Crew Leader - from L12 to L13

Current Utility Crew Leaders will receive a 5% pay increase or the minimum of the pay grade whichever is greater not to exceed the maximum of the pay grade effective October 7, 2022. To be eligible, the employee must have attained the following:

- Class A CDL with airbrake & tanker endorsement
- Water Distribution Class 2 license or Class B Wastewater Collections certificate
- FDOT Temporary Traffic Control (TTC) Intermediate Course Completion

Current Utility Crew Leaders meeting this criteria on October 7, 2022 or who are under written agreement to attain the licenses and certifications as a condition of employment will receive a 5% wage increase or the minimum of the new pay grade whichever is greater effective October 7, 2022 after the FY2022/23 general wage increase is provided. The employees will not serve a probationary period.

Any current Utility Crew Leader who does not meet these requirement and is not under written agreement to attain the licenses and certifications as a condition of employment, would remain in pay grade L12 as a Utility Service Worker III.

- 33.7 The parties agree that beginning October 7, 2022, Beach Lifeguards and full time Pool Lifeguards who possess EMT certification and provide proof of certification to the County, will receive a \$40 biweekly incentive. The incentive will take effective the pay period following receipt of the certification by the Human Resources Department. This certification must be maintained by the employee in order to continue to receive the incentive pay.
- 33.8 The parties agree that beginning with the first full pay period in October 2022, employees in the Public Works Department who possess a Commercial Driver License (CDL) that is used in performance of County work will be eligible for the following biweekly incentive:
- Possession of a Class B CDL with a Tanker and/or Hazmat endorsement receive an incentive of \$20 biweekly.
 - Possession of a Class A CDL with a restriction of No Tractor/Trailer and no other endorsement receive an incentive of \$20 biweekly.
 - Possession of a Class A CDL with a restriction of No Tractor/Trailer and with the endorsement of Tanker and/or Hazmat receive an incentive of \$30 biweekly.
 - Possession of a Class A CDL without restrictions and with the endorsement of Tanker and/or Hazmat receive and incentive of \$40 biweekly.

The CDL must be maintained by the employee in order to continue to receive the incentive pay. Loss of the license or the endorsements must be reported to the County immediately and will result in the loss of the biweekly incentive and may result in reassignment, transfer, demotion, or be grounds for dismissal if no position is available. If an employee receiving the incentive moves or is promoted to a different position, the incentive pay will cease unless the new position is within Public Works and requires a CDL license.

ARTICLE 34

ENTIRE AGREEMENT

- 34.1 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. They, therefore, each voluntarily and unqualifiedly waive the right for the term of this agreement to bargain collectively with respect to any matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered by this agreement. This contract represents the entire agreement between the parties and no other agreements or practices are binding upon either party hereto with respect to wages, hours or working conditions of the employees covered hereby. The employer shall not be obligated to continue any benefits or employee practices which it has given or engaged in prior to the execution of this agreement unless such benefits or practices are specifically set forth in this agreement, and past practices of the employer will not be considered in interpreting this agreement.

ARTICLE 35

PRINTING AGREEMENT

- 35.1 This agreement shall be printed within a reasonable time by the County. The County shall provide three originals of the contract and 25 copies of this agreement to the union, and the union will be responsible for any additional requests for copies. In addition the County shall keep a copy at each division office, which will be available upon request for employee review.

ARTICLE 36

SAVINGS CLAUSE

- 36.1 If any article, section, or provision of this agreement should be found invalid, illegal or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement. If such action occurs, the County and the union shall meet within thirty days for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 37

DURATION OF CONTRACT

37.1 This agreement shall be effective October 1, 2022, shall remain in full force and effect until the 30th day of September 2024, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 180 days prior to the anniversary date that it desires to modify or terminate this agreement. In the event such notice is given, negotiations shall begin no later than 150 days prior to the anniversary date. This agreement shall remain in full force and effect during the entire period of negotiations for a modification of this agreement, except that there shall be no wage or benefits improvements.

Agreed this ____ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA**

TEAMSTERS LOCAL UNION NO.769

By _____
Peter O'Bryan, Chairman

By _____
Timothy Gillette, Chief Union Steward

Attest:
Jeffrey R. Smith, Clerk of Court, Comptroller

By _____
Business Representative

Deputy Clerk

Jason E. Brown, County Administrator