

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 21st day of April, 2020 by and between Indian River County Firefighters/ Paramedics Association, Local 2201 Inc., (the "Union") and Indian River County Emergency Services District (the "County").

WHEREAS, on November 19, 2019 the Union and the County entered into the current Collective Bargaining Agreement ("CBA") which remains operative through September 30, 2022; and

WHEREAS, on March 1, 2020 the Governor of the State of Florida issued Executive Order Number 20-51 directing the Florida Department of Health to issue a Public Health Emergency due to the Novel Coronavirus Disease 2019 ("COVID-19"); and

WHEREAS, on March 9, 2020 the Governor issued Executive Order 20-52 declaring a state of emergency for the entire state of Florida as a result of COVID-19; and

WHEREAS, on March 17, 2020 Indian River County declared a local state of emergency in response to the COVID-19 crisis with said declaration being renewed and affirmed on March 24, March 31, April 7, April 14, and again on April 21, 2020 respectively; and

WHEREAS, recently adopted federal legislation titled Families First Coronavirus Response Act (the "Act") requires certain employers including Indian River County to provide their employees with up to 80 hours of paid sick leave for specified reasons related to COVID-19 available from April 1, 2020 through December 31, 2020 unless otherwise extended ("CV Sick Leave"); and

WHEREAS, the Act, in addition to mandating up to 80 hours of CV Sick Leave, requires expanded family and medical leave for specified reasons related to child care for up to 12 weeks at 66.7% of their equivalent rate of pay ("Expanded Family Leave"); and

WHEREAS, the Act expressly provides employers of first responders to the ability to "opt out" of the Act as it may or may not be applied to first responders; and

WHEREAS, by correspondence dated March 31, 2020, the County provided notice to the Union that the County was opting out of the Act with respect to first responders covered by the CBA and that the County is desirous of providing an alternative benefit to the Union in the form of deferred COVID-19 related vacation leave following the expiration of the Act as specified on December 31, 2020 or any extension thereof by the Federal Government, whichever is later, (the "Deposit Date"); and

WHEREAS, in recognition of the extraordinary contributions made by employees who are assigned to continue working to provide emergency services to the community during the COVID-19 crisis, the County is providing a benefit not required by the Act in the form of a deferred vacation accrual supplement of 80 hours on the Deposit Date to each member of the bargaining unit (the "CV Vacation").

Now therefore, the Union and County Agree as follows:

Section 1. The aforementioned whereas clauses are incorporated herein and given full force and effect.

Section 2. The Union acknowledges that the County's decision to opt out of the Act with respect to bargaining unit employees in no way violates of terms of the CBA. The County and the Union agree that the CV Sick Leave and Expanded Family leave required by the Act are not applicable to the CBA as the County has opted out of the Act; and that any deferred benefit offered by the County as an alternative is voluntary and will not commence or otherwise vest until the Deposit Date.

Section 3. Effective beginning the first pay period following the Deposit Date, the County will deposit 80 hours of CV Vacation to each bargaining unit employee's vacation leave balance. On the Deposit Date, the CV Vacation shall supplement and merge with the employee's then existing vacation leave accrual balance to be utilized in accordance with Article 28 of the CBA, existing Rules and Regulations, and any related administrative polices. Any request for utilization, pledge, or advance of the CV Vacation prior to the Deposit Date shall be denied. All vacation requests prior to and following the Deposit Date shall be made in accordance with CBA.

Section 4. To the extent an employee has not used enough vacation by December 31, 2021 to avoid surrender of vacation hours pursuant to the carry over provisions of Article 28 of the CBA, the County will allow the employee to carry over up to 40 hours above the vacation accrual maximum during the first pay period in January 2022, to be used by December 31, 2022. The vacation maximums will return to the established vacation carryover maximums as reflected in the collective bargaining agreement in effect on December 31, 2022, or if no collective bargaining agreement has been ratified, the maximums reflected in the CBA.

Section 5. The County and the Union agree that upon separation of employment, employees are not entitled to reimbursement for unused CV Vacation upon termination, resignation, retirement, or other separation from employment prior to the Deposit Date.

Section 6. The Union and County agree that this Memorandum of Agreement shall not be binding on, used as precedent, or relied upon in future instances.

INDIAN RIVER COUNTY
EMERGENCY SERVICES DISTRICT

INDIAN RIVER COUNTY FIREFIGHTERS/
PARAMEDICS ASSOCIATION
LOCAL 2201, I.A.F.F.

By: _____
Susan Adams, Chairman
Indian River County Board of County
Commissioners

By: _____
John O'Connor, President

Date: _____

BCC Approved Date: _____

ATTEST: Jeffrey R. Smith
Clerk of the Court and Comptroller

By: Deputy Clerk

Approved:

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

Dylan Reingold, County Attorney