

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 7th day of April, 2020 by and between Teamsters Local Union No. 769, Inc., a Florida not-for-profit corporation (the "Union") and Indian River County (the "County").

WHEREAS, effective October 1, 2019 the Union and 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 affirmed and continued on March 24, and again on March 31, 2020; 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 ("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, Section 9.4 of the CBA requires the County to equalize the compensable hours due employees who are required to work and those employees who are released from duty with pay during a County declared emergency; and

WHEREAS, in recognition of the contributions made by employees who are assigned to continue working to provide services to the community during the COVID-19 crisis, the County is providing a benefit beyond what the Act requires by converting any unused CV Sick Leave balance to vacation leave on December 31, 2020; and

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 County and the Union agree that that the CV Sick Leave and Expanded Family leave required by the Act are applicable to Indian River County and that all benefits contemplated by the Act expire on December 31, 2020.

Section 3. The County will establish a separate bank of leave to isolate the CV Sick Leave benefits required by the Act which shall not affect the employees existing or future regular leave accruals or related administrative policies. On December 31, 2020, the County will convert any remaining leave from the 80 hours of paid CV Sick Leave required by the Act to each employee’s vacation balance the first pay period in January 2021 (the “Conversion Date”). In the event the Act is amended to extend the current expiration date of December 31, 2020, the Conversion Date shall be extended to the first pay period following the amended expiration date required by the Act. Any request for conversion of CV Sick Leave prior to the Conversion Date shall be denied. To the extent an employee has not used all of the employee’s vacation balance converted from CV Sick Leave by December 31, 2021, 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 CBA in effect on December 31, 2022.

Section 4. The County’s conversion of CV Sick Leave to vacation leave does not apply or extend to the Expanded Family Leave required by the Act and shall be expressly limited to the unused CV Sick Leave balance required by the Act.

Section 5. The Expanded Family Leave and CV Sick Leave provisions of the Act related to child care are not applicable to the provisions of Section 9.4 of the CBA.

Section 6. The County and the Union agree that upon separation of employment, employees are not entitled to reimbursement for unused CV Sick Leave upon termination, resignation, retirement, or other separation from employment prior to the Conversion Date.

Section 7. The Union acknowledges that the County’s compliance with and supplement to the benefits required by the Act and described herein are fully compliant with the terms of the CBA. The Union acknowledges that the County’s compliance with the Act and paid leave benefits provided to include the sick leave conversion does not trigger additional compensation pursuant to Article 9.4 under the County’s Declaration of Emergency related to COVID-19.

Section 8. 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, FLORIDA

TEAMSTERS LOCAL NO. 769

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

By: _____
Steve Meyers, Business Agent

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