

**PROPOSED**  
**CONTRACT**  
**BETWEEN**  
**INDIAN RIVER COUNTY**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 769**

October 1, ~~2016-2019~~ – September 30, ~~2019~~2022

**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. The County will also attempt, where able under the circumstances, to give employees twenty four hours of time (unpaid if other County employees are not paid; paid if other County employees are paid) to secure their families and personal property prior to reporting for duty before the event. 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 work complete their shift shall be paid for the remainder of their normally scheduled shift at two one and one half (2 1/2) 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. Changes to the employee safety policy manual will be 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 \$150 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 \$75 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. ~~shall provide copies of the safety policy to all employees.~~

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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 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 ~~an additional 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 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 or work as a crew leader shall receive 12.5% temporary assignment pay for each day 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.

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~~An employee who is temporarily assigned a position in a higher classification shall be paid his regular rate of pay for the first five consecutive working days. If such assignment continues beyond five consecutive working days, the employee shall receive the minimum rate of pay of the higher classification, \$10 per day, or a 5% raise, whichever is greater for the initial five working days and any work over five days. Generally, the qualified, most senior employee should be assigned and any scheduling should not be made to avoid the temporary assignment pay.~~

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~~20.4 An employee who is temporarily assigned to a crew leader or supervisory position will be paid one hour for each day of the assignment.~~

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## 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 posted on the employee bulletin boards a minimum of five working days. Promotional job opportunities (within the bargaining unit) will be posted a minimum of five working days internally prior to being posted to the outside. Employees, excluding temporary employees, may initiate a written request for transfer/promotion consideration.
- 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 things being equal, current employees shall have preference. Current employee candidates for promotion and/or voluntary transfer will normally be screened and selected on the basis of attendance and work records, performance appraisals, and job-related qualifications including, in some instances, aptitude tests. 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.
- 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, ~~or other good cause.~~

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 ~~three~~-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 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 personnel file and turn in their jury duty pay stub and a personal check for the amount of the jury duty pay, excluding mileage pay. The check should be made payable to the "IRC Board of County Commissioners" and sent to the Human Resources Department. 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. If there are three or more hours of the work day prior to reporting for or being released from jury duty, the employee will be expected to be at work.

#### 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.

28.89 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.

| ~~28.910~~ 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.

| ~~28.4011~~ 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 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 ~~hired prior to October 1, 2011~~ will accrue paid vacation leave based on the number of hours in their work week according to the following schedule:

<b>ACCRUAL RATES</b>					
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
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

~~Full time employees hired on or after October 1, 2011 will accrue paid vacation leave based on the number of hours in their work week according to the following schedule:~~

<b>ACCRUAL RATES</b>					
Service	Days Per Yr.	37.5 Hr/Week		40.0 Hr/Week	
		Hrs/Yr	Hrs/Mo	Hrs/Yr	Hrs/Mo
		<del>1 yr to 4 yrs. 12 mos.</del>	<del>10</del>	<del>75.0</del>	<del>6.25</del>
<del>5 yrs to 5 yrs. 12 mos.</del>	<del>11</del>	<del>82.5</del>	<del>6.88</del>	<del>88.0</del>	<del>7.34</del>
<del>6 yrs to 6 yrs. 12 mos.</del>	<del>12</del>	<del>90.5</del>	<del>7.50</del>	<del>96.0</del>	<del>8.00</del>
<del>7 yrs to 7 yrs. 12 mos.</del>	<del>13</del>	<del>97.5</del>	<del>8.13</del>	<del>104.0</del>	<del>8.67</del>
<del>8 yrs to 8 yrs. 12 mos.</del>	<del>14</del>	<del>105.0</del>	<del>8.75</del>	<del>112.0</del>	<del>9.34</del>
<del>9 yrs (max rate)</del>	<del>15</del>	<del>112.5</del>	<del>9.38</del>	<del>120.0</del>	<del>10.00</del>

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 use vacation after completing ~~their new hire probation~~ six months of employment. No employee may use vacation leave in advance of it

being accrued. Accrued vacation is credited at the end of each month, and is shown on the payroll prelist for the pay period ending on or after the first of the following month.

- 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 31<sup>st</sup>. 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 31<sup>st</sup>.
- 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 ~~2016/2017, 2017/2018 and 2018/2019~~2019/2020, 2020/2021, and 2021/22 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 ~~\$800 for FY2016/2017, \$1000 for FY2017/2018, and~~ \$1200 for ~~FY2018/2019~~FY2019/2020, 2020/2021, and 2021/2022 (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 ~~2016/2017~~2019/2020, bargaining unit employees will receive a 3% ~~cost of living increase~~general wage increase effective the first full pay period in October ~~2016~~2019, or the same general wage increase as employees under the County Administrator's purview for fiscal year ~~2016/2017~~2019/2020 if greater than 3%. For fiscal year ~~2017/2018~~2020/2021 and ~~2018/2019~~2021/2022, the parties mutually agree to reopen this section and collectively bargain future ~~cost-of-living~~general wage increases. Any ~~cost-of-living~~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 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 4:00 a.m. will be eligible for shift differential at a rate of 5% of the regular hourly rate for the shift worked. Any shift beginning between 4:00 a.m. and 1:00 p.m. is excluded. 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 ~~2020/2021, and FY2021/2022~~2017/2018 and FY2018/2019.

33.6 The parties agree to upgrade the below classifications effective October 11, 2019. Employees in these classifications shall receive a 2% wage increase or the minimum of the new pay grade whichever is greater effective October 11, 2019 after the FY2019/2020 general wage increase is provided. The increase will not affect the employees' anniversary date for anniversary pay increases.

Electrician – from L16 to L17

Lift Station Mechanic – from L14 to L15

Plant Mechanic – from L14 to L15

Signal Technician I – from L10 to L12

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**ARTICLE 37**

**DURATION OF CONTRACT**

37.1 This agreement shall be effective October 1, ~~2016~~2019, shall remain in full force and effect until the 30th day of September, ~~2019~~2022, 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 \_\_\_\_\_, ~~2016~~2019.

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

**TEAMSTERS LOCAL UNION NO.769**

By \_\_\_\_\_  
Bob Solari, Chairman

By \_\_\_\_\_  
Chief Union Steward

Attest:  
Jeffrey R. Smith, Clerk of Court, Comptroller By \_\_\_\_\_  
Business Representative

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Jason E. Brown, County Administrator