

## MEMORANDUM OF AGREEMENT

### Amendment to Article 9.4 – Availability

This **Agreement** is entered into by Indian River County Board of County Commissioners, “the County”, and the International Brotherhood of Teamsters, Local 769, “the Union”.

Under the terms and conditions of the collective bargaining agreement effective October 1, 2024 through September 30, 2027 outlined in **Article 9 – Availability**, The County and the Union have negotiated the compensation to be paid employees who are required to work in the event of a declared emergency as set forth in **Article 9.4** reflected below:

**Article 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.

Because declared emergencies are unpredictable and may require emergency staffing and emergency scheduling changes to meet operational priorities necessary to maintain essential services, and to provide clarity concerning the pay provisions during a declared emergency, the parties mutually agree to amend the collective bargaining agreement **Article 9.4** language as noted below:

**Article 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. During this period, Employees who are required to work beyond the end of their normal shift during the declared emergency shall ~~be~~ continue to be paid one and one half (1 1/2) two (2) times their regular rate of pay for all hours worked until the all clear has been issued and employees have returned to work. ~~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.~~

The County and the Union agree this Memorandum of Agreement shall be prospective, with no retroactivity, and is effective on the date this Agreement is ratified by both of the parties. All other terms and conditions of the collective bargaining agreement will remain in effect.

Notwithstanding the above, the County and the Union agree that the unresolved 2024 Lift Station Mechanic grievance regarding pay during a declared emergency will be resolved by providing the affected Lift Station Mechanics who had their work scheduled adjusted and worked beyond an 8 hour shift, an additional 4 hours of compensation paid at one-half times the regular rate of pay in effect as of the pay period of the October 2024 declared emergency.

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

**TEAMSTERS LOCAL UNION  
NO.769**

By \_\_\_\_\_  
Joseph Flescher, Chairman

By \_\_\_\_\_  
Darrel Hubler, Chief Union Steward

Attest:  
Ryan L. Butler, Clerk of Court, Comptroller

By \_\_\_\_\_  
Steve Myers, Business Representative

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

\_\_\_\_\_  
John A. Titkanich, Jr., County Administrator